

Caption in Compliance with D.N.J. LBR 9004-2(c)



Order Filed on March 31, 2017  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

In Re:  
Kenneth G McNeil

Case No.: 15-14218

Adv. No.:

Hearing Date:

Judge: KAPLAN

### ORDER CONFIRMING CHAPTER 11 PLAN

The relief set forth on the following page is hereby **ORDERED**.

DATED: March 31, 2017

  
Honorable Michael B. Kaplan  
United States Bankruptcy Judge

Law Offices of Scott E. Kaplan, LLC  
12 N. Main Street, P. O. Box 157  
Allentown, New Jersey 08501  
(609) 259-1112  
Attorney for Debtor

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

In Re:	:	Chapter 11
	:	
KENNETH G. MC NEIL,	:	Case No. 15-14218-MBK
	:	
Debtor	:	
	:	
	:	

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**ORDER CONFIRMING PLAN**

The Individual Debtor's Combined Plan of Reorganization and Disclosure Statement under Chapter 11 of the Bankruptcy Code filed by Kenneth G. McNeil, on December 28, 2015 as the Chapter 11 Plan, or a summary thereof, having been transmitted to creditors and equity security holders; and

It having been determined after hearing, on notice, that the requirements for confirmation set forth in 11 U.S.C. §1129(a) and/or (b) have been satisfied;

**IT IS ORDERED** that:

The plan filed by Kenneth G. McNeil on December 28, 2015 as modified by Consent Orders Resolving Objections to Confirmation, is confirmed. A copy of the confirmed plan is attached hereto as Exhibit A.

# **EXHIBIT**

# **A**

Law Offices of Scott E. Kaplan, LLC.  
12 N. Main Street, P. O. Box 157,  
Allentown, New Jersey 08501  
(609) 259-1112  
Attorney for Debtor

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

In Re: : **CHAPTER 11**  
:   
KENNETH G. MC NEIL, : **Case No. 15-14218-MBK**  
:   
Debtor :

**INDIVIDUAL DEBTOR'S COMBINED PLAN OF REORGANIZATION  
AND DISCLOSURE STATEMENT**

This Combined Plan of Reorganization and Disclosure Statement is presented to you to inform you of the proposed Plan for restructuring the debt of Debtor, and to seek your vote to accept the Plan.

You are encouraged to carefully review the full text of this document, including all exhibits attachments, before deciding how to vote on the Plan. To assist you in your review, please note that a list of definitions and a section of frequently asked questions appear at the end of this document.

IN ADDITION TO CASTING YOUR VOTE TO ACCEPT OR REJECT THE PLAN, YOU MAY OBJECT TO THE ADEQUACY OF THE DISCLOSURES MADE IN THIS DOCUMENT, OR YOU MAY OBJECT TO THE TERMS OF THE PROPOSED PLAN. IF YOU WISH TO OBJECT TO THE ADEQUACY OF THE DISCLOSURES OR TO THE TERMS OF THE PROPOSED PLAN, YOU MUST DO SO BY \_\_\_\_\_.

YOUR BALLOT STATING HOW YOU ARE VOTING ON THE PLAN MUST BE RETURNED BY \_\_\_\_\_. THE BALLOT MUST BE MAILED TO THE FOLLOWING ADDRESS: Scott E. Kaplan, Esquire, Law Offices of Scott E. Kaplan, LLC 12 N. Main Street, P.O. Box 157, Allentown, New Jersey 08501

A HEARING ON THE CONFIRMATION OF THE PLAN IS SCHEDULED FOR \_\_\_\_\_, 2016 AT 10:00 A.M. BEFORE THE HONORABLE MICHAEL B. KAPLAN, U.S.B.J., IN COURTROOM #8 AT THE UNITED STATES BANKRUPTCY COURT, 402 EAST STATE STREET, TRENTON, NEW JERSEY 08608.

Your rights may be affected by this Combined Plan and Disclosure Statement. You should consider discussing this document with an attorney.

Dated: December 28, 2015

/s/ Scott E. Kaplan  
Scott E. Kaplan, Attorney for Debtor

## TABLE OF CONTENTS

	Page
SUMMARY OF THE PLAN AND DISTRIBUTION TO CREDITORS.....	4
ARTICLE 1- BACKGROUND OF THE DEBTOR.....	4
1.1 Filing of the Debtor's Chapter 11 Case.....	4
1.2 Nature of Debtor's Business and/or Source of Income .....	5
1.3 Past, Current and Projected Income and Expenses .....	6
1.4 Debtor's Assets.....	8
1.5 Debtor's Liabilities.....	9
1.6 Other Relevant Financial Data .....	11
1.7 Events Leading to the Filing of the Bankruptcy Case.....	11
1.8 Significant Events During the Bankruptcy Case.....	13
1.9 Projected Recovery of Avoidable Transfers.....	15
ARTICLE 2-THE PLAN.....	15
2.1 Unclassified Claims.....	15
A. Administrative Expenses and Fees.....	16
B. Priority Tax Claims.....	18
2.2 Classes of Claims and Equity Interests.....	18
A. Classes of Secured Claims.....	18
B. Classes of Priority Unsecured Claims.....	26
C. Class(es) of General Unsecured Claims.....	26
D. Class(es) of Equity Interest Holders.....	30
2.3 Estimated Number and Amount of Claims Objections.....	31
2.4 Treatment of Executory Contracts and Unexpired Leases.....	31
2.5 Means for Implementation of the Plan.....	33
2.6 Disbursing Agent.....	34
2.7 Post-Confirmation Management.....	34
2.8 Tax Consequences of the Plan.....	34
2.9 Risk Factors/Mitigating Factors.....	34
ARTICLE 3-FEASIBILITY OF PLAN.....	35
3.1 Ability to Initially Fund Plan.....	35
3.2 Ability to Make Future Payments and Operate Without Further Reorganization.....	36
ARTICLE 4-LIQUIDATION VALUATION.....	37
ARTICLE 5-DISCHARGE.....	37
5.1 Discharge.....	37
ARTICLE 6-GENERAL PROVISIONS.....	38
6.1 Title to Assets.....	38
6.2 Binding Effect.....	38

6.3	Severability.....	39
6.4	Retention of Jurisdiction by the Bankruptcy Court.....	39
6.5	Captions.....	39
6.6	Modification of Plan.....	39
6.7	Final Decree.....	40
6.8	Disclaimer.....	40
6.9	No Levy.....	40
6.10	Filing of Additional Documents.....	40
6.11	Privilege.....	41
6.12	Governing Law.....	41
6.13	Successors and Assigns.....	41
6.14	Presentation of Plan Distributions; Undeliverable Distributions.....	41
6.15	Prepayment.....	41
6.16	Default.....	41
6.17	Cancellation of Judgments and/or Other Liens.....	42
ARTICLE 7-ATTACHMENTS.....		42
ARTICLE 8-FREQUENTLY ASKED QUESTIONS.....		43
ARTICLE 9-DEFINITIONS.....		45

## **SUMMARY OF THE PLAN AND DISTRIBUTION TO CREDITORS**

This is a plan of reorganization whereby the Proponent seeks to accomplish payments under the Plan by positive cash flow from the following sources of income: Debtor's continuing income from his long term disability insurance, his social security disability income and his net rental income from his fifteen residential investment properties; by cramming down Debtor's mortgages on his residential investments properties; and by exchanging a 5% equity interest in Debtor's properties for a \$10,000.00 "new value" payment.

Debtor's present Chapter 11 Individual Plan consists of the following:

a. Cramming down the secured claims of the mortgagees on his investment properties to the respective property's fair market value or agreed upon values and paying same in full on a monthly basis for sixty (60) to one hundred twenty (120) months, as agreed at 4.25% to 5.75% interest, thereby reducing monthly property carrying costs to generate additional cash flow for use to pay creditors. The remaining mortgagee claims will become part of the class of allowed general unsecured claims;

b. Paying a 3.24% dividend of \$40,500.00 to allowed, unsecured creditor class claims pro-rata, commencing within 25 month from the effective date and continuing through the 60<sup>th</sup> month of the effective date; and

c. Exchanging 5% equity interest of Debtor for a \$10,000.00 "new value" payment from James Evans, an unrelated investor, upon confirmation.

## **ARTICLE I-BACKGROUND OF THE DEBTOR**

### **1.1. Filing of the Debtor's Chapter 11 Case**

Kenneth G. McNeil, hereinafter referred to as the debtor-in-possession, "McNeil," "Debtor," or "Proponent," filed for Chapter 11 bankruptcy protection on March 11, 2015. Debtor filed the present Order for Relief in consideration of the fact that secured creditor, Wells Fargo Bank, N.A., had obtained a foreclosure judgment and was in the process of executing and levying Debtor's

investment property located at 44 S. Hermitage Avenue, Trenton, New Jersey, to foreclose on his property to collect its judgment. Debtor had previously lost a number of properties to foreclosure and faced additional imminent foreclosures of various other properties owned. These factors combined with a confluence of other financial hardships led to the filing for Chapter 11 bankruptcy protection. It must be noted that Debtor purchased several properties after successfully acquiring and selling a number of properties prior to 2007. These properties were purchased as either rental units or units to be rehabbed and rented or resold at a profit. Unfortunately, the Debtor purchased these properties right before the real estate market imploded. The unfortunate timing of Debtors' post-2007 investment real estate holdings led to all of his properties losing significant value and equity which ostensibly frustrated any likelihood of selling any of the properties. This created severe financial strain and drain of the Debtor's finances and cash reserves. Debtor's post-2007 investment properties went into foreclosure and the downward spiral of his finances persisted. With the advent of catastrophic financial consequences looming due to the foreclosure threat, coupled with the tenuous nature of the pending foreclosures of his properties, Debtor sought the need to seek bankruptcy protection. The filing was made with the clear, good faith intention of remedying the Debtor's financial woes in an orderly manner to enable Debtor to reorganize his debts and pay creditors to the greatest extent possible. The Chapter 11 case is pending in the Bankruptcy Court in Trenton, New Jersey.

**1.2. Nature of Debtor's Business and/or Source of Income.**

Debtor, a 48 year old, blind, African American man, worked in the banking industry for over 20 years with Wells Fargo Bank after graduating from Rider University in 1999, with a degree in finance but was compelled to take an early retirement in 2001 when he lost his vision. He has been legally blind since that time. During his banking career, he developed, nurtured and cultivated a love for acquiring, selling and/or managing real estate. He seeks to provide adequate housing "a notch above the rest," for the Trenton area in which he grew up as well as for its



surrounding communities; doing so has brought him tremendous fulfillment. As a young, African American male with tremendous drive and strong ambition, he has risen above his disability and utilizes it as an impetus for prosperity. He formed and is the sole owner of True Touch Property Management, LLC since 2012, which manages his remaining 15 residential investment properties. In addition to the net income derived from said management company, he receives gross monthly income from social security, long term disability payments from Wells Fargo Bank and monthly insurance disability income.

**1.3. Past, Current and Projected Income and Expenses.**

**A. Past Income.**

In 2008, Debtor earned gross income from real estate and disability of approximately \$221,748.00. During that same year, the largest stock market crash in the history of the United States occurred and as a result, Debtor, who had substantial equity investments, sustained a long term loss of \$130,000.00 and a short term loss of \$88,000. In addition to the stock market crash, which eliminated a large amount of Debtor's equity investments, a collapsing real estate market virtually wiped out the equity of all of his real estate and turned every property's value upside down. In consideration of the above, Debtor no longer had the available cash flow to maintain his real estate obligations. Debtor has worked tirelessly from that time period forward in an effort to retain his properties, with significantly limited cash flow and suffering from long term vacancy rates which made it difficult to maintain property carrying costs including, but not necessarily limited to, mortgage payments. In 2009, Debtor had earned gross income from his long term disability, social security disability, his disability insurance and real estate of \$288,445.00. In 2010, Debtor had earned gross income from his long term disability, social security disability, his disability insurance and real estate of approximately \$242,654.00. However, Debtor took another stock equity loss of \$9,500.00 when he was forced to liquidate a portion of his remaining stock holdings

in an effort to raise capital to cover property expenses. His earnings in 2011 from his long term disability, social security disability, his disability insurance and real estate were approximately \$203,072.00. His earnings in 2012 from his long term disability, social security disability, his disability insurance and real estate were approximately \$200,558.00. In 2013, Debtor's earnings from his long term disability, social security disability, his disability insurance and real estate were approximately \$166,060.00; Debtor was forced to incur additional stock equity losses of \$32,533.00 raising more funds to cover operating expenses. His earnings in 2014 from his long term disability, social security disability, his disability insurance and real estate were approximately \$140,050.00. His gross earnings in 2015 from his long term disability, social security disability, his disability insurance and real estate were approximately \$247,200.00.

B. Current Income (Average since inception of case)

Total Net Monthly Income: \$ 21,140.00

Total Monthly Expense: \$ 12,777.00

C. Projected Income and Expenses (See attached Plan Financial Projections in Exhibit A.)

Debtor's rental income is expected to rise 3-5% in Plan Years 3 and 5 while expenses are expected to increase 1%-2% throughout the course of his Chapter 11 plan.

D. Where the Debtor is/was self-employed, or has/had an interest in a business in the last two years, provide the following information:

1. Business Name: Kenneth G. McNeil and True Touch Property Management, LLC
2. Nature of Business: Owning, rehabilitating and managing residential real estate.
3. Business Type: Debtor is a property owner and True Touch is property manager.
4. Debtor's percentage of ownership interest: 100%

3 Attach copies of the balance sheets, income statements and/or cash flow statements for the business for the two years preceding the bankruptcy filing. (See Exhibit B included herewith.)

**1.4. Debtor's Assets.**

The Debtor's assets are more particularly described as follows:

Type	Description	Amount	
<b>Real Estate</b>	1420 Genesee Street, Trenton, NJ 08610	\$46,000.00	(From Appraisal-see Exhibit C)
	196 Rosemont Ave., Trenton, NJ 08618	\$20,000.00	(From Appraisal-see Exhibit D)
	219 Woodlawn Ave., Hamilton, NJ 08609	\$37,000.00	(From Appraisal-see Exhibit E)
	244 Cleveland Ave., Trenton, NJ 08629	\$29,000.00	(From Appraisal-see Exhibit F)
	251 Woodlawn Ave., Hamilton, NJ 08609	\$40,000.00	(From Appraisal-see Exhibit G)
	29 S. Olden Ave., Trenton, NJ 08609	\$19,000.00	(From Appraisal-see Exhibit H)
	324 Mary Street, Hamilton, NJ 08610	\$40,000.00	(From Appraisal-see Exhibit I)
	329 Cleveland Ave., Trenton, NJ 08629	\$26,000.00	(From Appraisal-see Exhibit J)
	343 Garfield Ave., Trenton, NJ 08629	\$27,000.00	(From Appraisal-see Exhibit K)
	44 S. Hermitage Ave., Trenton, NJ 08618	\$24,000.00	(From Appraisal-see Exhibit L)
	48 S. Olden Ave., Trenton, NJ 08609	\$17,000.00	(From Appraisal-see Exhibit M)
	5 Cortelyou Road, Jackson, NJ 08527	\$375,000.00	(From Appraisal-see Exhibit N)
	52 S. Olden Ave., Trenton, NJ 08609	\$20,000.00	(From Appraisal-see Exhibit O)
	59 Edgemere Ave., Trenton, NJ 08618	\$20,000.00	(From Appraisal-see Exhibit P)
	631 Norway Ave., Hamilton, NJ 08629	\$36,000.00	(From Appraisal-see Exhibit Q)
<b>Personal Prop</b>	Used furniture, furnishings, personal possessions, electronics	\$3,050.00	(From petition schedules)
	Bank Accounts	\$5,198.78	(From petition schedules)
	IRA	\$219,591.75	(From petition schedules)
	True Touch Property Management LLC	\$100.00	(From petition schedules)
	Mashpee Investors LLP	\$100.00	(From petition schedules)

<b>TOTAL ASSETS</b>		<b>\$984,040.53</b>	
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**1.5. Debtor's Liabilities.**

The Debtor's liabilities include his debt to various mortgagees representing obligations secured by mortgages against his real property for \$2,673,012.90 in addition to other various debts more particularly described as follows:

Type	Description	Amount	
<b>Secured</b>			
	Wells Fargo Bank, N.A.c/o Americas Servicing Company	\$241,161.17	Secured by mortgage on 44 S. Hermitage Ave, Trenton, NJ 08618 (Filed Claim #8- 1)
	Wells Fargo Bank, N.A.c/o WF Business Direct	\$110,238.11	Credit line secured by 2 <sup>nd</sup> mortgage on 44 S. Hermitage Ave., Trenton, NJ 08618 (From petition schedules)
	Nationstar Mortgage LLC	\$122,482.55	Secured by mortgage on 52 S. Olden Ave., Trenton, NJ 08609 (Filed Claim #6-1)
	US Bank National Assnc/o Specialized Loan Servicing LLC	\$67,709.87	Secured by mortgage on 59 Edgemere Ave., Trenton, NJ 08618 (Filed Claim #7- 1)
	Deutsche Bank National Trust Co.	\$158,000.00	Secured by mortgage on 324 Mary Street, Hamilton, NJ 08610 (From petition schedules)
	US Bank National Assn c/o Nationstar Mortgage LLC	\$95,293.63	Secured by mortgage on 631 Norway Ave., Hamilton, NJ 08629 (Filed Claim #5-1)
	US Bank National Assn c/o Nationstar Mortgage LLC	\$93,689.61	Secured by mortgage on 251 Woodlawn Ave., Hamilton, NJ 08609 (Filed Claim #3-1)
	Deutsche Bank National Trust Co. c/o Ocwen Loan Servicing LLC	\$97,657.73	Secured by mortgage on 219 Woodlawn Ave., Hamilton, NJ 08609 (Filed Claim #10-1)
	Wells Fargo Bank, N.A.c/o WF Business Direct	\$131,552.28	Credit line secured by 2 <sup>nd</sup> mortgage on 219 Woodlawn Ave., Hamilton, NJ 08609 (From petition

			schedules)
	Ocwen Loan Servicing LLC	\$97,306.99	Secured by mortgage on 196 Rosemont Ave., Trenton, NJ 08618 (From petition schedules)
	Deutsche Bank National Trust Co. c/o Ocwen Loan Servicing LLC	\$146,408.48	Secured by mortgage on 244 Cleveland Ave., Trenton, NJ 08629 (Filed Claim #9-1)
	Ocwen Loan Servicing LLC	\$136,644.25	Secured by mortgage on 329 Cleveland Ave., Trenton, NJ 08629 (From petition schedules)
	Ocwen Loan Servicing LLC	\$157,750.50	Secured by mortgage on 343 Garfield Ave., Trenton, NJ 08629 (From petition schedules)
	Seterus Inc.	\$117,453.68	Secured by mortgage on 29 S. Olden Ave., Trenton, NJ 08609 (From petition schedules)
	Seterus Inc.	\$118,463.56	Secured by mortgage on 48 S. Olden Ave., Trenton, NJ 08609 (From petition schedules)
	Seterus Inc.	\$145,157.70	Secured by mortgage on 1420 Genesee Street, Trenton, NJ 08610 (Filed Claim #11-1)
	Wells Fargo Bank, N.A.c/o WF Business Direct	\$131,552.28	Credit line secured by 2 <sup>nd</sup> mortgage on 1420 Genesee Street, Trenton, NJ 08610 (From petition schedules)
	Seterus Inc.	\$504,491.00	Secured by mortgage on 5 Cortelyou Road, Jackson, NJ 08527 (From petition schedules)
<b>Priority Taxes Payable</b>	None		
<b>Unsecured Non-Priority Claims</b>			
	Discover Bank	\$9,025.91	(Filed Claim #1-1)
	American InfoSource for Direct TV, LLC	\$91.64	(Filed Claim #4-1)

	Other liquidated scheduled claims	\$310,923.83	(From petition schedules)
<b>TOTAL LIABILITIES</b>		<b>\$2,993,054.20</b>	

**1.6. Other Relevant Financial Data.**

Since the date the Debtor's petition was filed, Debtor has exercised his best efforts to insure that post-petition obligations and taxes have been paid, all tax returns have been filed and are in process of being filed with most recently due returns on extension, all monthly operating reports have been filed, trustee's administrative fees have been paid and the Operating Guidelines have been properly followed.

This is a plan of reorganization whereby the Proponent seeks to accomplish payments under the Plan by positive cash flow from the following sources of income: Debtor's continuing income from his long term disability insurance, his social security disability income and his net rental income from his fifteen (15) residential investment properties; by cramming down Debtor's mortgages on his residential investments properties thereby generating additional cash flow to pay creditors; paying a 3.24% dividend of \$40,500.00 to allowed, unsecured creditor class claims pro-rata, commencing within 25 month from the effective date and continuing through the 60<sup>th</sup> month of the effective date; and by exchanging a 5% equity interest in Debtor's properties for a \$10,000.00 "new value" payment from an unrelated investor upon confirmation.

**1.7. Events Leading to the Filing of the Bankruptcy Case.**

As indicated in Sections 1.3 and 1.6 above, the significant events that led to the filing of this Chapter 11 case are as follows:

Debtor started working at New Jersey National Bank, Trenton, New Jersey, in the Customer Service department in 1988. His initial gross earnings approximated \$20,000.00 per year. Thereafter, his job titles, responsibilities and income progressed. During his employment at the bank, he attended college part-time, majoring in finance. In 1992 while employed by New

Jersey National Bank, he purchased his first property. In 1994, Debtor was promoted to Loan officer and his income increased to around \$40,000.00 per year plus commission. In 1998, Debtor obtained his Security License and his salary rose to \$60,000.00 per year plus commission. In 1998 through 1999, while working at Wells Fargo Bank, Debtor attended college majoring in finance. After graduating, Debtor was promoted to Financial Specialist with a salary plus commission averaging over \$100,000.00 per year. In 2001, Debtor was unable to maintain the Financial Specialist position due to his continued loss of vision: with the deterioration of his vision, he was unable to perform the job duties and had to leave his job. His income plummeted to consist only of Social Security Disability and disability insurance income payments. Immediately thereafter, Debtor developed a passion for real estate and reveled in the ability to provide housing for the community, particularly the inner city of Trenton. Despite being legally blind, with the help of his wife (from whom he is presently divorced) and his father (who passed away in 2013) he began to purchase properties to subsidize his family's income.

In 2005 through 2007 things were going well. He had purchased several homes, rehabbed them and rented them out. With a reasonable portfolio of stock holdings in his brokerage account, Debtor and his wife opened a real estate brokerage office. Over the years, through diligence, hard work and determination, Debtor was able to acquire a number of properties. For a period of time the real estate market flourished. However, in 2007 to 2008 Debtor and his family, like so many others, were adversely impacted by numerous unfortunate events that served to impair Debtor's situation. His real estate crashed, the stock market crashed and his wife's mother who Debtor financially and emotionally supported became very ill in 2007 and later died in 2008. In 2009 to 2013, Debtor's life continued to move in a downward spiral as a result of the aforesaid factors until finally, his wife and he separated and his father was diagnosed with cancer and died in 2013. He was divorced in early 2015.

From 2013 through the date Debtor filed for bankruptcy protection, Debtor believed he had little choice but to permit his mortgagees to foreclose on his properties, thinking that there was nothing he could do to stop them. However, after determining that he was unwilling to sacrifice the considerable time, effort and planning he had invested in his real estate ventures, he resolved that he would endeavor to save and retain his remaining properties by filing for Chapter 11 protection and personally reorganizing. Debtor has resolved not to allow his visual impairment to get in the way of his dream and passion to lead an active, positive life, continuing as a contributing member in service to his community and in an effort to serve as a role model for others with or without similar disabilities.

In view of the aforesaid, on March 11, 2015, Debtor filed the present Order for Relief in consideration of the fact that secured creditor, Wells Fargo Bank, N.A., had obtained a foreclosure judgment and was in the process of executing and levying Debtor's investment property located at 44 S. Hermitage Avenue, Trenton, New Jersey, to foreclose on his property to collect its judgment. Debtor had previously lost a number of properties to foreclosure and faced additional imminent foreclosures of various other properties owned. These factors combined with a confluence of other financial hardships described above, led to the filing for Chapter 11 bankruptcy protection.

**1.8. Significant Events During the Bankruptcy.**

The following is a chronological list of significant events which have occurred during this case (also refer to the Court's Docket Report):

- (A) March 11, 2015, Debtor voluntarily filed its petition under Chapter 11 as a Debtor.
- (B) March 11, 2015, Application to Employ Professional, Scott E Kaplan, as Attorney, filed. Order for Granting Application to Employ signed April 2, 2015.
- (C) March 11, 2015, Application to Retain Professional, Anthony Nini, CPA, as Accountant, filed. Order for Granting Application to Employ signed April 2, 2015.



(D) March 27, 2015, conducted Initial Debtor Interview with the Office of the U.S. Trustee.

(E) April 2, 2015, the 341(a) meeting of creditors was held.

(F) April 27, 2015, a status conference with Judge Michael Kaplan and the U.S. Trustee's Office continued to June 8, 2015, then to August 10, 2015.

(G) June 16, 2015, Monthly Operating Reports for March, 2015, April, 2015 and May, 2015 filed.

(H) July 22, 2015, Monthly Operating Report for June, 2015 filed.

(I) August 16, 2015, Order Requiring Debtor to File Plan of Reorganization and Disclosure Statement entered. Plan and Disclosure Statement to be filed by October 9, 2015, extended to November 2, 2015 then to December 28, 2015.

(J) September 18, 2015, Monthly Operating Reports for July, 2015 and August, 2015 filed.

(K) October 1, 2015, Motion for Relief from Stay filed re: 59 Edgemere Avenue, Trenton, N.J. originally returnable October 26, 2015 then adjourned to January 11, 2016.

(L) October 19, 2015, Opposition to Stay Relief Motion filed.

(M) October 28, 2015, Monthly Operating Reports for September, 2015 filed.

(N) December 1, 2015, Motion for Relief from Stay filed re: 1420 Genesee Street, Trenton, N.J. originally returnable December 28, 2015 then adjourned to January 11, 2016.

(O) December 2, 2015, Consent Order Allowing Mortgagees Proof of Claim re: 1420 Genesee Street, Trenton, N.J. filed.

(P) Application to Employ Professional, Richard A. Worob, as Appraiser, filed.

(Q) Quarterly fee payments to the Office of the U.S. Trustee, have been maintained and are up-to-date.

(R) Monthly reporting requirements and quarterly fee payments to the Office of the U.S.

Trustee have been maintained and will be up-to-date as of December 28, 2015.

**1.9. Projected Recovery of Avoidable Transfers.**

The Debtor does not intend to pursue preference, fraudulent conveyance, or other avoidance actions.

**ARTICLE 2-THE PLAN**

The Debtor's Plan must describe how his Creditors will be paid. Certain Claims are entitled to specific treatment under the Bankruptcy Code and are not placed in a class for purpose of payment. For example, Administrative Expenses and Priority Tax Claims are not classified.

As required by the Code, the Plan places Claims and Equity Interests in various classes and describes the treatment each class will receive. The Plan also states whether each class of Claims or Equity Interests is impaired or unimpaired. A Claim or Equity Interest can be impaired if the Plan alters the legal, equitable or contractual rights to which the Claimants are otherwise entitled. If the Plan is confirmed, each Creditor's recovery is limited to the amount provided in the Plan.

Only Creditors in classes that are impaired may vote on whether to accept or reject the Plan, and only Creditors holding Allowed Claims may vote. A class accepts the Plan when more than one-half (1/2) in number and at least two-thirds (2/3) in dollar amount of the Allowed Claims that actually vote, vote in favor of the Plan. Also, a class of Equity Interest holders accepts the Plan when at least two-thirds (2/3) in amount of the allowed Equity Interest holders that actually vote, vote in favor of the Plan. A class that is not impaired is deemed to accept the Plan.

**2.1. Unclassified Claims.**

Certain types of Claims are automatically entitled to specific treatment under the Code. For example, Administrative Expenses and Priority Tax Claims are not classified. They are not

considered impaired, and holders of such Claims do not vote on the Plan. They may, however, object if, in their view, their treatment under the Plan does not comply with that required by the Code. As such, the Plan does not place the following Claims in any class:

**A. Administrative Expenses and Fees**

The Debtor must pay all Administrative Expenses in full. If an Administrative Expense is disputed, the Bankruptcy Court must determine the validity and amount of the Administrative Expense, or in other words, "allow" the Administrative Expense. Any Administrative Expense that is undisputed and is due and owing on the Confirmation Date must be paid on the Effective Date of the Plan, or upon such other terms as agreed upon by the Debtor and the Administrative Claimant. If the Administrative Expense is disputed, payment will be made after the Administrative Expense is allowed by the Bankruptcy Court.

There are several types of Administrative Expenses, including the following:

1. If the Debtor trades in the ordinary course of business following its filing of the Chapter 11 Case, Creditors are entitled to be paid in full for the goods or services provided. This ordinary trade debt incurred by the Debtor after the Petition Date will be paid on an ongoing basis in accordance with the ordinary business practices and terms between the Debtor and its trade Creditors.
2. If the Debtor received goods it has purchased in the ordinary course of business within 20 days before the Petition Date, the value of the goods received is an Administrative Expense.
3. Administrative Expenses also include any post-petition fees and expenses allowed to professionals, including attorneys and accountants employed upon Bankruptcy Court authority to render services to the Debtor during the course of the Chapter 11 cases. These fees and expenses must be noticed to Creditors and approved by the

Bankruptcy Court prior to payment.

The following chart lists the Debtor's estimated Administrative Expenses, and their proposed treatment under the Plan:

TYPE	ESTIMATED AMOUNT OWED	TREATMENT
Administrative Tax Claim	\$0.00	Paid in full on the Effective Date or according to separate written agreement.
Professional fees, as approved by the Bankruptcy Court: 1- Scott E. Kaplan, Esq. 2- Anthony Nini, CPA	\$12,000.00 \$ 6,000.00	Paid at the rate of a minimum of \$750.00 per month from the Effective Date through the 24 <sup>th</sup> month after same or according to separate written agreement or according to Bankruptcy Court order if such fees have not been approved by the Bankruptcy Court, on the Effective Date.
Clerk's Office Fees	\$0.00	Paid in full on the Effective Date.
Other Administrative Expenses- Unpaid post-petition mortgage payments to: 1- Wells Fargo Bank,NA (44 Hermitage Ave) 2-Nationstar Mortgage (251 Woodlawn Ave) 3-Deutsche Bank Nat'l Tr (219 Woodlawn Ave) 4-Ocwen Ln Servicg LLC (196 Rosemont Ave) 5-Ocwen Ln Servicg LLC (244 Cleveland Ave) 6-OcwenLn ServicgLLC (329 Cleveland Ave) 7- OcwenLnServicgLLC (343 Garfield Ave) 8-Seterus Inc (1420 Genesee Street) 9-Seterus Inc (5 Cortelyou Road)	\$10,160.92 \$ 5,970.66 \$ 3,660.86 \$ 4,516.84 \$ 5,450.66 \$ 5,191.37 \$ 6,144.20 \$ 7,667.15 \$18,382.00 <u>\$67,144.66</u>	Paid in full on the Effective Date or according to separate written agreement.

Office of the US Trustee	\$0.00	Paid in full on Effective Date. <sup>1</sup>
<b>TOTAL</b>	<b>\$85,144.66</b>	

**B. Priority Tax Claims.**

Priority Tax Claims are unsecured income, employment, and other taxes Described by § 507(a)(8) of the Code. Unless the holder of such a § 507(a)(8) Priority Tax Claim agrees otherwise, it must receive the present value of such Claim, in regular installments paid over a period not exceeding five (5) years from the order of relief.

Each holder of a Priority Tax Claim will be paid as set forth in the chart below:

Description	Amount Owed	Treatment
<b>TOTAL PRIORITY CLAIMS</b>	None	

**2.2. Classes of Claims and Equity Interests.**

The following are the classes set forth in the Plan, and the proposed treatment that they will receive under the Plan:

**A. Classes of Secured Claims**

Allowed Secured Claims are Claims secured by property of the Debtor's bankruptcy estate (or that are subject to setoff) to the extent allowed as secured Claims under § 506 of the Code. If the value of the collateral or setoffs securing the Creditor's Claim is less than the amount of the Creditor's Allowed Claim, the deficiency will be classified as a general unsecured Claim.

The following chart lists all classes containing the Debtor's secured prepetition Claims and their proposed treatment under the Plan:

Class #	Description	Insiders (Y/N)	Impaired (Y/N)	Treatment
I	Wells Fargo Bank, N.A.c/o Americas Servicing	N	Y	To be crammed down to \$36,500.00

<sup>1</sup> All fees required to be paid by 28 U.S.C. § 1930(a)(6) ("United States Trustee Fees") will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Bankruptcy Code. Any United States Trustee Fees owed on or before the Effective Date of this Plan will be paid on the Effective Date.

	<p>Company Collateral= Debtor's real estate located at 44 S. Hermitage Ave, Trenton, NJ 08618 Value=\$36,500.00 Claimed priority int. = 1<sup>st</sup> Total amount of claim \$241,161.17 (Filed Claim #8-1)</p>			<p>the value of the collateral serving as security for the obligation. Total of \$48,079.20 to be paid within 120 months of Effective Date representing payment in full plus 5.75% interest at the rate of \$400.66 per month principal &amp; interest. Lien to remain until total of \$48,079.20 paid, then deemed paid in full and cancelled. The balance of Claim #8-1 shall be reclassified as unsecured and treated as an unsecured claim.</p>
2	<p>Wells Fargo Bank, N.A.c/o WF Business Direct Collateral= Debtor's real estate located at 44 S. Hermitage Ave, Trenton, NJ 08618 Value=\$24,000.00 Claimed priority int.= 2<sup>nd</sup> Total amount of claim \$110,238.11 (From petition schedules)</p>	N	N	<p>Second mortgage lien has been cancelled of record &amp; loan deemed satisfied by lender.</p>
3	<p>Nationstar Mortgage LLC Collateral= Debtor's real estate located at on 52 S. Olden Ave., Trenton, NJ 08609 Value=\$40,000.00 Claimed priority int. = 1<sup>st</sup> Total amount of claim \$122,482.55 (Filed Claim #6-1)</p>	N	Y	<p>To be crammed down to \$40,000.00 the value of the collateral serving as security for the obligation. Total of \$44,470.80 to be paid within 60 months of Effective Date representing payment in full plus 4.25% interest at the rate of \$741.18 per month principal &amp; interest. Lien to remain until total of \$44,470.80 paid, then deemed paid in full and cancelled. The balance of Claim #6-1</p>

				shall be reclassified as unsecured and treated as an unsecured claim.
4	US Bank National Assnc/o Specialized Loan Servicing LLC Collateral= Debtor's real estate located at on 59 Edgemere Ave., Trenton, NJ 08618 Value=\$20,000.00 Claimed priority int. = 1 <sup>st</sup> Total amount of claim \$67,709.87 (Filed Claim #7-1)	N	Y	Property to be surrendered. Creditor made §1111(b) election with reservation; parties may enter into mutually acceptable alternative agreement.
5	Deutsche Bank National Trust Co. Collateral= Debtor's real estate located at 324 Mary Street, Hamilton, NJ 08610 Value=\$46,500.00 Claimed priority int. = 1 <sup>st</sup> Total amount of claim \$119,880.00 (From petition schedules)	N	Y	To be crammed down to \$46,500.00 the value of the collateral serving as security for the obligation. Total of \$67,771.20 to be paid within 120 months of Effective Date representing payment in full plus 5.75% interest at the rate of \$564.76 per month principal & interest. Lien to remain until total of \$67,771.20 paid, then deemed paid in full and cancelled. The balance of Claim shall be reclassified as unsecured and treated as an unsecured claim.
6	US Bank National Assn c/o Nationstar Mortgage LLC Collateral= Debtor's real estate located at 631 Norway Ave., Hamilton, NJ 08629 Value=\$45,500.00 Claimed priority int. = 1 <sup>st</sup> Total amount of claim \$95,293.63 (Filed Claim #5-1)	N	Y	To be crammed down to \$45,500.00 the value of the collateral serving as security for the obligation. Total of \$55,320.00 to be paid within 120 months of Effective Date representing payment in full plus 4.25% interest at the rate of \$461.00 per month principal &

				interest. Lien to remain until total of \$55,320.00 paid, then deemed paid in full and cancelled. The balance of Claim #5-1 shall be reclassified as unsecured and treated as an unsecured claim.
7	US Bank National Assn c/o Nationstar Mortgage LLC Collateral= Debtor's real estate located at 251 Woodlawn Ave., Hamilton, NJ 08609 Value=\$42,500.00 Claimed priority int. = 1 <sup>st</sup> Total amount of claim \$93,689.61 (Filed Claim #3-1 )	N	Y	To be crammed down to \$42,500.00 the value of the collateral serving as security for the obligation. Total of \$54,093.60 to be paid within 120 months of Effective Date representing payment in full plus 5.0% interest at the rate of \$450.78 per month principal & interest. Lien to remain until total of \$54,093.60 paid, then deemed paid in full and cancelled. The balance of Claim #3-1 shall be reclassified as unsecured and treated as an unsecured claim.
8	Deutsche Bank National Trust Co. c/o Ocwen Loan Servicing LLC Collateral= Debtor's real estate located at 219 Woodlawn Ave., Hamilton, NJ 08609 Value=\$38,000.00 Claimed priority int. = 1 <sup>st</sup> Total amount of claim \$97,657.73 (Filed Claim #10-1)	N	Y	To be crammed down to \$38,000.00 the value of the collateral serving as security for the obligation. Total of \$43,550.40 to be paid within 60 months of Effective Date representing payment in full plus 5.5% interest at the rate of \$725.84 per month principal & interest. Lien to remain until total of \$43,550.40 paid, then deemed paid in full and cancelled. The balance of Claim #10-1 shall be reclassified as



				unsecured and treated as an unsecured claim.
9	Wells Fargo Bank, N.A.c/o WF Business Direct Collateral= Debtor's real estate located at 219 Woodlawn Ave., Hamilton, NJ 08609 Value=\$37,000.00 Claimed priority int. = 2 <sup>nd</sup> Total amount of claim \$131,552.28 (From petition schedules)	N	N	Second mortgage lien has been cancelled of record & loan deemed satisfied by lender.
10	Ocwen Loan Servicing LLC Collateral= Debtor's real estate located at 196 Rosemont Ave., Trenton, NJ 08618 Value=\$15,000.00 Claimed priority int. = 1 <sup>st</sup> Total amount of claim \$97,306.99 (From petition schedules)	N	Y	To be crammed down to \$15,000.00 the value of the collateral serving as security for the obligation. Total of \$16,680.00 to be paid within 60 months of Effective Date representing payment in full plus 4.25% interest at the rate of \$278.00 per month principal & interest. Lien to remain until total of \$16,680.00 paid, then deemed paid in full and cancelled. The balance of Claim shall be reclassified as unsecured and treated as an unsecured claim.
11	Deutsche Bank National Trust Co. c/o Ocwen Loan Servicing LLC Collateral= Debtor's real estate located at 244 Cleveland Ave., Trenton, NJ 08629 Value=\$42,500.00 Claimed priority int. = 1 <sup>st</sup> Total amount of claim \$146,408.48 (Filed Claim #9-1)	N	Y	To be crammed down to \$42,500.00 the value of the collateral serving as security for the obligation. Total of \$55,982.40 to be paid within 120 months of Effective Date representing payment in full plus 5.75% interest at the rate of \$466.52 per month principal &

				interest. Lien to remain until total of \$55,982.40 paid, then deemed paid in full and cancelled. The balance of Claim #9-1 shall be reclassified as unsecured and treated as an unsecured claim.
12	Ocwen Loan Servicing LLC Collateral= Debtor's real estate located at 329 Cleveland Ave., Trenton, NJ 08629 Value=\$32,000.00 Claimed priority int. = 1 <sup>st</sup> Total amount of claim \$136,644.25 (From petition schedules)	N	Y	To be crammed down to \$32,000.00 the value of the collateral serving as security for the obligation. Total of \$42,151.20 to be paid within 120 months of Effective Date representing payment in full plus 5.75% interest at the rate of \$351.26 per month principal & interest. Lien to remain until total of \$42,151.20 paid, then deemed paid in full and cancelled. The balance of Claim shall be reclassified as unsecured and treated as an unsecured claim.
13	Ocwen Loan Servicing LLC Collateral= Debtor's real estate located at 343 Garfield Ave., Trenton, NJ 08629 Value=\$46,500.00 Claimed priority int. = 1 <sup>st</sup> Total amount of claim \$157,750.50 (From petition schedules)	N	Y	To be crammed down to \$46,500.00 the value of the collateral serving as security for the obligation. Total of \$61,251.60 to be paid within 120 months of Effective Date representing payment in full plus 5.75% interest at the rate of \$510.43 per month principal & interest. Lien to remain until total of \$61,251.60 paid, then deemed paid in full and cancelled. The balance of Claim shall be reclassified as unsecured

				and treated as an unsecured claim.
14	Seterus Inc. Collateral= Debtor's real estate located at 29 S. Olden Ave., Trenton, NJ 08609 Value=\$40,000.00 Claimed priority int. = 1 <sup>st</sup> Total amount of claim \$117,453.68 (From petition schedules)	N	Y	To be crammed down to \$40,000.00 the value of the collateral serving as security for the obligation. Total of \$45,981.60 to be paid within 60 months of Effective Date representing payment in full plus 4.25% interest at the rate of \$766.36 per month principal & interest. Lien to remain until total of \$45,981.60 paid, then deemed paid in full and cancelled. The balance of Claim shall be reclassified as unsecured and treated as an unsecured claim.
15	Seterus Inc. Collateral= Debtor's real estate located at 48 S. Olden Ave., Trenton, NJ 08609 Value=\$42,000.00 Claimed priority int. = 1 <sup>st</sup> Total amount of claim \$118,463.56 (From petition schedules)	N	Y	To be crammed down to \$42,000.00 the value of the collateral serving as security for the obligation. Total of \$46,980.60 to be paid within 60 months of Effective Date representing payment in full plus 4.25% interest at the rate of \$783.01 per month principal & interest. Lien to remain until total of \$46,980.60 paid, then deemed paid in full and cancelled. The balance of Claim shall be reclassified as unsecured and treated as an unsecured claim.
16	Seterus Inc. Collateral= Debtor's real estate located at 1420 Genesee Street, Trenton,	N	Y	To be crammed down to \$50,000.00 the value of the collateral serving

	NJ 08610 Value=\$50,000.00 Claimed priority int. = 1 <sup>st</sup> Total amount of claim \$145,157.70 (Filed Claim #11-1)			as security for the obligation. Total of \$64,375.20 to be paid within 120 months of Effective Date representing payment in full plus 5.25% interest at the rate of \$536.46 per month principal & interest. Lien to remain until total of \$64,375.20 paid, then deemed paid in full and cancelled. The balance of Claim #11-1 shall be reclassified as unsecured and treated as an unsecured claim.
17	Wells Fargo Bank, N.A.c/o WF Business Direct Collateral= Debtor's real estate located at 1420 Genesee Street, Trenton, NJ 08610 Value=\$46,000.00 Claimed priority int. = 2 <sup>nd</sup> Total amount of unsecured claim \$131,552.28 (From petition schedules)	N	N	Second mortgage lien has been cancelled of record & loan deemed satisfied by lender.
18	Seterus Inc. Collateral= Debtor's real estate located at 5 Cortelyou Road, Jackson, NJ 08527 Value=\$375,000.00 Claimed priority int. = 1 <sup>st</sup> Total amount of claim \$504,491.00 (From petition schedules)	N	Y	To be crammed down to \$375,000.00 the value of the collateral serving as security for the obligation. Total of \$449,384.00 to be paid within 60 months of the Effective Date representing payment in full plus 4.25% interest at the rate of \$1,845.00 per month principal & interest for 59 months totaling \$108,855.00 with a balloon payment of \$340,529.00 from refinancing of the property on the 60 <sup>th</sup>

				month. Lien to remain until total of \$449,384.00 paid in accordance with the aforesaid, then deemed paid in full and cancelled. The balance of Claim shall be reclassified as unsecured and treated as an unsecured claim.
	<b>TOTAL SECURED CLAIMS = \$2,673,012.90</b>	Impaired classes are entitled to vote on plan		

**B. Classes of Priority Unsecured Claims.**

Certain priority Claims that are referred to in §§ 507(a)(1), (4), (5), (6), and (7) of the Code are required to be placed in classes. The Code requires that each holder of such a Claim receive cash on the Effective Date of the Plan equal to the allowed amount of such Claim. However, a class of holders of such Claims may vote to accept different treatment.

The following chart lists all classes containing Claims under §§ 507(a)(1), (4), (5), (6), and (a)(7) of the Code and their proposed treatment under the Plan:

Class #	Description	Impaired	Treatment
	<b>TOTAL PRIORITY UNSECURED CLAIMS</b>		Not Applicable

**C. Class(es) of General Unsecured Claims.**

General unsecured Claims are not secured by property of the estate and are not entitled to priority under § 507(a) of the Code.

The following chart identifies the Plan's proposed treatment of Class 19, which contains general unsecured Claims against the Debtor:

Class #	Description	Impaired	Treatment
19	Discover Bank /Discover Products Inc. Total amount of claim =	Y	Undisputed. To receive pro-rata portion from base plan totaling \$270.00, paid monthly, beginning

	\$9,025.91 (Filed Claim#1-1)		25 months after the Effective Date of the Plan and continuing through the 60 <sup>th</sup> month.
19	American Infosource LP, agent for DirectTV, LLC Total amount of claim = \$91.64(Filed Claim #4-1)	Y	Undisputed. To receive pro rata portion from base plan totaling \$3.00, paid monthly, beginning 25 months after the Effective Date of the Plan and continuing through the 60 <sup>th</sup> month.
19	Homevestors of America Total amount of claim = \$16,172.00 (From petition schedules)	Y	Disputed. Motion to expunge to be filed.
19	I C Systems Total amount of claim = \$1,914.00 (From petition schedules)	Y	Disputed. Motion to expunge to be filed.
19	Kelvin McLaurin Total amount of claim = \$3,000.00 (From petition schedules)	Y	Undisputed. To receive pro-rata portion from base plan totaling \$90.00 paid monthly, beginning 25 months after the effective date of the Plan and continuing through the 60 <sup>th</sup> month.
19	Mercantile Adjustment Bureau Total amount of claim = \$1,089.00 (From petition schedules)	Y	Disputed. Motion to expunge to be filed.
19	Sonia Darden Total amount of claim = \$3,600.00 (From petition schedules)	Y	Undisputed. To receive pro-rata portion from base plan totaling \$108.00 paid monthly, beginning 25 months after the effective date of the Plan and continuing through the 60 <sup>th</sup> month.
19	Sure Recovery Service Total amount of claim = \$25.00 (From petition schedules)	Y	Disputed. Motion to expunge to be filed.
19	Todd Jackson Total amount of claim = \$2,600.00 (From petition schedules)	Y	Undisputed. To receive pro-rata portion from base plan totaling \$78.00 paid monthly, beginning 25 months after the effective date of the Plan and continuing through the 60 <sup>th</sup> month.
19	Tony Reaves Total amount of claim = \$6,000.00 (From petition schedules)	Y	Undisputed. To receive pro-rata portion from base plan totaling \$180.00 paid monthly, beginning 25 months after the effective date

			of the Plan and continuing through the 60 <sup>th</sup> month.
19	Wells Fargo Bank, N.A.c/o Americas Servicing CompanyRe: Debtor's real estate located at 44 S. Hermitage Ave, Trenton, NJ 08618 Total amount of unsecured claim \$204,661.17 (Balance of Filed Claim #8-1)	Y	Undisputed. To receive pro-rata portion from base plan totaling \$6,139.80 paid monthly, beginning 25 months after the effective date of the Plan and continuing through the 60 <sup>th</sup> month.
19	Nationstar Mortgage LLC Re:Debtor's real estate located at on 52 S. Olden Ave., Trenton, NJ 08609 Total amount of unsecured claim \$82,482.55 (Balance of Filed Claim #6-1)	Y	Undisputed. To receive pro-rata portion from base plan totaling \$2,474.47 paid monthly, beginning 25 months after the effective date of the Plan and continuing through the 60 <sup>th</sup> month.
19	Deutsche Bank National Trust Co. Re: Debtor's real estate located at 324 Mary Street, Hamilton, NJ 08610 Total amount of unsecured claim \$73,380.00 (From petition schedules)	Y	Undisputed. To receive pro-rata portion from base plan totaling \$2,201.40 paid monthly, beginning 25 months after the effective date of the Plan and continuing through the 60 <sup>th</sup> month.
19	US Bank National Assn c/o Nationstar Mortgage LLC Re: Debtor's real estate located at 631 Norway Ave., Hamilton, NJ 08629 Total amount of unsecured claim \$49,793.63 (Balance of Filed Claim #5-1)	Y	Undisputed. To receive pro-rata portion from base plan totaling \$1,493.80 paid monthly, beginning 25 months after the effective date of the Plan and continuing through the 60 <sup>th</sup> month.
19	US Bank National Assn c/o Nationstar Mortgage LLC Re: Debtor's real estate located at 251 Woodlawn Ave., Hamilton, NJ 08609 Total amount of unsecured claim \$51,189.61 (Balance of Filed Claim #3-1 )	Y	Undisputed. To receive pro-rata portion from base plan totaling \$1,535.69 paid monthly, beginning 25 months after the effective date of the Plan and continuing through the 60 <sup>th</sup> month.
19	Deutsche Bank National Trust Co. c/o Ocwen Loan Servicing LLC Re:Debtor's real estate located at 219 Woodlawn Ave., Hamilton, NJ 08609 Total amount of unsecured	Y	Undisputed. To receive pro-rata portion from base plan totaling \$1,789.73 paid monthly, beginning 25 months after the effective date of the Plan and continuing through the 60 <sup>th</sup> month.

	claim \$59,657.73 (Balance of Filed Claim #10-1)		
19	Ocwen Loan Servicing LLC Re: Debtor's real estate located at 196 Rosemont Ave., Trenton, NJ 08618 Total amount of unsecured claim \$82,306.99 (From petition schedules)	Y	Undisputed. To receive pro-rata portion from base plan totaling \$2,469.00 paid monthly, beginning 25 months after the effective date of the Plan and continuing through the 60 <sup>th</sup> month.
19	Deutsche Bank National Trust Co. c/o Ocwen Loan Servicing LLC Re: Debtor's real estate located at 244 Cleveland Ave., Trenton, NJ 08629 Total amount of unsecured claim \$103,908.48 (Balance of Filed Claim #9-1)	Y	Undisputed. To receive pro-rata portion from base plan totaling \$3,117.25 paid monthly, beginning 25 months after the effective date of the Plan and continuing through the 60 <sup>th</sup> month.
19	Ocwen Loan Servicing LLC Re: Debtor's real estate located at 329 Cleveland Ave., Trenton, NJ 08629 Total amount of unsecured claim \$104,644.25 (From petition schedules)	Y	Undisputed. To receive pro-rata portion from base plan totaling \$3,139.32 paid monthly, beginning 25 months after the effective date of the Plan and continuing through the 60 <sup>th</sup> month.
19	Ocwen Loan Servicing LLC Re: Debtor's real estate located at 343 Garfield Ave., Trenton, NJ 08629 Total amount of unsecured claim \$111,250.50 (From petition schedules)	Y	Undisputed. To receive pro-rata portion from base plan totaling \$3,337.51 paid monthly, beginning 25 months after the effective date of the Plan and continuing through the 60 <sup>th</sup> month.
19	Seterus Inc. Re: Debtor's real estate located at 29 S. Olden Ave., Trenton, NJ 08609 Total amount of unsecured claim \$92,225.68 (From petition schedules)	Y	Undisputed. To receive pro-rata portion from base plan totaling \$2,767.00 paid monthly, beginning 25 months after the effective date of the Plan and continuing through the 60 <sup>th</sup> month.
19	Seterus Inc. Re: Debtor's real estate located at 48 S. Olden Ave., Trenton, NJ 08609 Total amount of unsecured claim \$76,463.56 (From petition schedules)	Y	Undisputed. To receive pro-rata portion from base plan totaling \$2,855.00 paid monthly, beginning 25 months after the effective date of the Plan and continuing through the 60 <sup>th</sup> month.
19	Seterus Inc. Re: Debtor's real estate	Y	Undisputed. To receive pro-rata portion from base plan totaling



	located at 1420 Genesee Street, Trenton, NJ 08610 Total amount of unsecured claim \$85,552.28 (Balance of Filed Claim #11-1)		\$2,566.57 paid monthly, beginning 25 months after the effective date of the Plan and continuing through the 60 <sup>th</sup> month.
19	Seterus Inc. Re: Debtor's real estate located at 5 Cortelyou Road, Jackson, NJ 08527 Total amount of unsecured claim \$129,491.00 (From petition schedules)	Y	Undisputed. To receive pro-rata portion from base plan totaling \$3,885.00 paid monthly, beginning 25 months after the effective date of the Plan and continuing through the 60 <sup>th</sup> month.
	<b>TOTAL ALLOWED GENERAL, UNSECURED CLAIMS</b> = \$1,340,930.47	Impaired claims in this class are entitled to vote on plan	<b>\$40,500.00 = 3.24% dividend</b>

**D. Class(es) of Equity Interest Holders.**

Equity Interest holders are parties who hold an ownership interest (i.e., equity interest) in the Debtor. In a corporation, entities holding preferred or common stock are Equity Interest holders. In a partnership, Equity Interest holders include both general and limited partners. In a limited liability company ("LLC"), the Equity Interest holders are the members. Finally, with respect to an individual who is a debtor, the Debtor is the Equity Interest holder.

The following chart sets forth the Plan's proposed treatment of the class[es] of Equity Interest holders: [There may be more than one class of Equity Interest holders in, for example, a partnership case, or a case where the prepetition debtor had issued multiple classes of stock.]

Class #	Description	Impaired	Treatment
20	Kenneth G. McNeil	Not impaired; claims in this class are not entitled to vote on Plan and are deemed to have accepted Plan.	Will retain equity interests.

**2.3. Estimated Number and Amount of Claims Objections.**

The Debtor may object to the amount or validity of any Claim within ninety (90) days of the Confirmation Date by filing an objection with the Bankruptcy Court and serving a copy of the objection on the holder of the Claim. The Claim objected to will be treated as a Disputed Claim under the Plan. If and when a Disputed Claim is finally resolved by the allowance of the Claim in whole or in part, the Debtor will pay the Allowed Claim in accordance with the Plan.

The following creditors were listed in Debtor's schedules as possessing claims which were either disputed, contingent or unliquidated, did not file a proof of claim and, as such, shall not be treated as creditors for purposes of voting and distribution pursuant to Bankruptcy Rule 3003 (c) (2):

<u>Creditor</u>	<u>Amount</u>	<u>Listed</u>
Homevestors of America	\$16,172.00	Yes
Mercantile Adjustment Bureau	\$ 1,089.00	Yes
I C Systems	\$ 1,914.00	Yes

**2.4. Treatment of Executory Contracts and Unexpired Leases.**

Executory Contracts are contracts where significant performance of the contract remains for both the Debtor and another party to the contract. The Debtor has the right to reject, assume (i.e. accept), or assume and assign these types of contracts to another party, subject to the Bankruptcy Court's approval. The paragraphs below explain the Debtor's intentions regarding its Executory Contracts (which includes its unexpired leases) and the impact such intentions would have on the other parties to the contracts.

The Debtor will not seek to assume any executory contracts.

Check all that apply:

☒ Assumption of Executory Contracts.

The Executory Contracts shown on Exhibit R shall be assumed by the Debtor. Assumption means that the Debtor has elected to continue to perform the obligations under such contracts and unexpired leases, and to cure defaults of the type that must be cured under the Bankruptcy Code, if any. Exhibit \_\_ also lists how the Debtor will cure and compensate the other party to such contract or lease for any such defaults.

If you object to the assumption of your unexpired lease or executory contract, the proposed cure of any defaults, or the adequacy of assurance of future performance, you must file and serve your objection to the assumption within the deadline for objecting to the confirmation of the Plan, unless the Bankruptcy Court has set an earlier time.

OR

☐ Assumption and Assignment of Executory Contracts and Unexpired Leases.

The Executory Contracts shown on Exhibit \_\_\_\_ shall be assumed by the Debtor and assigned to the party listed in that Exhibit. Assumption and assignment by the Debtor means that the Debtor will undertake the obligations under such contracts and unexpired leases, will cure defaults of the type that must be cured under the Bankruptcy Code, if any, and will assign the contract to the party listed.

If you object to the assumption and assignment of your unexpired lease or executory contract, the proposed cure of any defaults, or the adequacy of assurance of future performance, you must file and serve your objection to the assumption and assignment within the deadline for objecting to the confirmation of the Plan, unless the Bankruptcy Court has set an earlier time.

OR

☐ Rejection of Executory Contracts and Unexpired Leases.

The Executory Contracts shown on Exhibit \_\_ shall be rejected by the Debtor.

Further, the Debtor will be conclusively deemed to have rejected all executory contracts and/or unexpired leases not expressly shown on Exhibit \_\_, or not assumed before the date of the order confirming the Plan.

Rejection means that the Debtor has elected not to continue to perform the obligations under such contracts or leases. If the Debtor has elected to reject a contract or lease, the other party to the contract or lease will be treated as an unsecured Creditor holding a Claim that arose before the bankruptcy was filed.

**[The Deadline for Filing a Proof of Claim Based on a Claim Arising from the Rejection of an Executory Contract Is \_\_\_\_\_. Any Claim based on the rejection of an Executory Contract will be barred if the proof of claim is not timely filed, unless the Bankruptcy Court orders otherwise.]**

**2.5. Means for Implementation of the Plan.**

In an effort to remedy the problems that led to the bankruptcy filing, Debtor has implemented the following practices and procedures: The Debtor is realistically committed to provide appropriate payment to its creditors which are deemed to possess meritorious, allowable claims through the income generated by Debtor's continuing income from his long term disability insurance, his social security disability income and his net rental income from his fifteen (15) residential investment properties; by cramming down Debtor's mortgages on his residential investments properties to their respective property's fair market value or agreed upon value and paying same in full on a monthly basis for sixty (60) to one hundred twenty (120) months at 4.25% to 5.75% interest, thereby reducing monthly property carrying costs to generate additional cash flow for use to pay creditors with the remaining mortgagee claims will become part of the class of allowed general unsecured claims; and by exchanging a 5% equity interest in Debtor's properties for a \$10,000.00 "new value" payment from an unrelated investor.

The distributions contemplated under the Plan shall be paid from the Debtor's post-petition income generated as aforesaid. The Debtor expects to have sufficient cash on hand to make the payments required on the Effective Date. It is expected that Debtor shall have no remaining indebtedness other than that associated with the Plan.

As provided in Paragraph 2.1 of this Combined Plan and Disclosure Statement, all United States Trustee Fees accrued prior to the Effective Date shall be paid in full, on or before the Effective Date, by the Debtor. All United States Trustee Fees which accrue post-Effective Date shall be paid in full on a timely basis by the Debtor prior to the Debtor's case being closed, converted or dismissed.

**2.6. Disbursing Agent.**

Distributions to Creditors provided for in this Plan will be made by the Debtor who shall act as the Disbursing Agent for the purpose of making all distributions provided for under the Plan.

**2.7. Post-Confirmation Management.**

The Debtor shall manage his post-confirmation operations and affairs.

**2.8. Tax Consequences of the Plan.**

**Creditors and Equity Interest Holders Concerned with How the Plan May Affect Their Tax Liability Should Consult with Their Own Accountants, Attorneys, And/Or Advisors.**

The following are the anticipated tax consequences of the Plan: The Debtor does not anticipate that the Plan will have any extraordinary tax consequences on the Debtor's tax liability.

**2.9. Risk Factors/Mitigating Factors.**

The following discussion is intended to be a non-exclusive summary of certain risks attendant upon the consummation of the Plan. You are encouraged to supplement this summary

with your own analysis and evaluation of the Plan and Disclosure Statement, in their entirety, and in consultation with your own advisors. Based on the analysis of the risks summarized below, the Plan Proponent believes that the Plan is viable and will meet all requirements of confirmation: The greatest risks are that the Debtor's net rental post-petition income and/or the other actions proposed and/or to be realized by Debtor herein contemplated may not be sufficient or timely enough to make the payments required under the Plan.

### ARTICLE 3-FEASIBILITY OF PLAN

The Bankruptcy Court must find that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtor or any successor to the Debtor, unless such liquidation or reorganization is proposed in the Plan.

#### 3.1. Ability to Initially Fund Plan.

The Plan Proponent believes that the Debtor will have enough cash on hand on the Effective Date of the Plan to pay all the Claims and expenses that are entitled to be paid on that date. This represents the first of two important aspects of a feasibility analysis. The Plan Proponent maintains that this aspect of feasibility is satisfied as illustrated here:

<b>Cash Debtor estimates it will have on hand by Effective Date</b>	\$100,000.00
<b>To Pay: Administrative claims;</b>	\$ 18,000.00
<b>To Pay: Statutory costs and charges;</b>	\$ 0.00
<b>To Pay: Other Plan Payments due on Effective Date and/or as hereinabove proposed.</b>	\$ 67,144.66
Balance after paying these amounts.	\$ 14,855.34

The sources of the cash Debtor will have on hand by the Effective Date, are:

\$100,000.00	Cash in Authorized Accounts
\$	Additional cash DIP will accumulate from net earnings between now and Effective Date
\$100,000.00	Total

**3.2. Ability to Make Future Plan Payments And Operate Without Further Reorganization.**

The Plan Proponent must also show that it will have enough cash over the life of the Plan to make the required Plan payments. This represents the second of the two important aspects of a feasibility analysis. The Proponent believes that this second aspect of the feasibility requirement is satisfied based upon Debtor's continued receipt of income from his long term disability insurance, his social security disability income and his net rental income from his fifteen (15) residential investment properties; by cramming down Debtor's mortgages on his residential investments properties; paying a 3.24% dividend to allowed, unsecured creditor class claims commencing within 25 months from the effective date and continuing through the 60<sup>th</sup> month of the effective date; and by exchanging a 5% equity interest in Debtor's properties for a \$10,000.00 "new value" payment. Without the need to deal with his present debt burdens, Debtor will continue to generate positive cash flow sufficient to contribute to the requirements of the Plan. See Financial Projections, included herewith as Exhibit A.

In summary, the Plan proposes to pay allowed, secured claim the value of its collateral, priority claims in full plus a dividend of \$40,500.00 in equal monthly installments from 25 month after the effective date through the 60<sup>th</sup> month thereafter to allowed, unsecured, non-priority claims. It is projected that the Debtor will have an average cash flow, after paying operating expenses, of approximately \$4,644.00 each month. That amount will fund the proposed Plan payments of administrative fees, secured claims, priority claims plus a total dividend payment of \$40,500.00 pro rata, to the allowed unsecured, non-priority creditors. The final Plan payment is expected to be paid by the end of the 120<sup>th</sup> month following the Plan's Effective Date. The Plan Proponent contends that Debtor's financial projections are feasible in light of the conservative projections of income for the anticipated, prospective economic future. The Debtor's financial projections show that the Debtor will have an aggregate annual average cash flow, after

paying operating expenses and post-confirmation taxes, of \$4,644.00. Furthermore, as previously indicated, the Debtor is genuinely committed to fund a Plan which will pay administrative expenses, allowed secured claims, allowed priority claims in full, if any, and a total dividend of \$40,500.00 to allowed unsecured, non-priority claims. The final Plan payment is expected to be paid on or about December, 2025. Accordingly, the Plan Proponent believes, on the basis of the foregoing, that the Plan is feasible.

**You Should Consult with Your Accountant or other Financial Advisor If You Have Any Questions Pertaining to These Projections.**

#### **ARTICLE 4 -LIQUIDATION VALUATION.**

To confirm the Plan, the Bankruptcy Court must find that all Creditors and Equity Interest holders who do not accept the Plan will receive at least as much under the Plan as such Claimants and Equity Interest holders would receive in a Chapter 7 liquidation. See Sections 1.4 and 1.5 above for a comparison of Debtor's assets and liabilities. This manifests the fact that in a Chapter 7, nothing would be available for distribution to unsecured creditors.

#### **ARTICLE 5-DISCHARGE.**

**[If the Debtor is not entitled to discharge under 11 U.S.C. § 1141(d)(3) change this heading to "NO DISCHARGE OF DEBTOR."]**

##### **5.1. [Option 1 – If Debtor is an individual and § 1141(d)(3) is not applicable]**

Discharge. Confirmation of this Plan does not discharge any debt provided for in this Plan until the Bankruptcy Court grants a discharge on completion of all payments under this Plan, or as otherwise provided in § 1141(d)(5) of the Code. The Debtor will not be discharged from any debt excepted from discharge under § 523 of the Code, except as provided in Rule 4007(c) of the Federal Rules of Bankruptcy Procedure. **Option 1 is applicable in this case.**

**[Option 2 -- If the Debtor is a partnership and section 1141(d)(3) of the Code is not**



**applicable]**

Discharge. On the Confirmation Date of this Plan, the Debtor will be discharged from any debt that arose before confirmation of this Plan, subject to the occurrence of the Effective Date, to the extent specified in § 1141(d)(1)(A) of the Code. The Debtor will not be discharged from any debt imposed by this Plan.

**[Option 3 -- If the Debtor is a corporation and § 1141(d)(3) is not applicable]**

Discharge. On the Confirmation Date of this Plan, the Debtor will be discharged from any debt that arose before confirmation of this Plan, subject to the occurrence of the Effective Date, to the extent specified in § 1141(d)(1)(A) of the Code, except that the Debtor will not be discharged of any debt: (i) imposed by this Plan; (ii) of a kind specified in § 1141(d)(6)(A) if a timely complaint was filed in accordance with Rule 4007(c) of the Federal Rules of Bankruptcy Procedure; or (iii) of a kind specified in § 1141(d)(6)(B).

**[Option 4 – If § 1141(d)(3) is applicable]**

No Discharge. In accordance with § 1141(d)(3) of the Code, the Debtor will not receive any discharge of debt in this bankruptcy case.

## **ARTICLE 6-GENERAL PROVISIONS**

### **6.1. Title to Assets.**

Except as otherwise provided in the Plan or in the order confirming the Plan, (i) confirmation of the Plan vests all of the property of the estate in the Debtor, and (ii) after confirmation of the Plan, the property dealt with by the Plan is free and clear of all Claims and Equity Interests of Creditors and equity security holders of the Debtor.

### **6.2. Binding Effect.**

If the Plan is confirmed, the provisions of the Plan will bind the Debtor and all Creditors, whether or not they accept the Plan. The rights and obligations of any entity named or referred to

in this Plan will be binding upon, and will inure to the benefit of the successors or assigns of such entity.

**6.3. Severability.**

If any provision in this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of this Plan.

**6.4. Retention of Jurisdiction by the Bankruptcy Court.**

The Bankruptcy Court shall retain jurisdiction of this case with regard to the following matters: (i) to make such orders as are necessary or appropriate to implement the provisions of this Plan and to resolve any disputes arising from implementation of the Plan; (ii) to rule on any modification of the Plan proposed under § 1127; (iii) to hear and allow all applications for compensation to professionals and other Administrative Expenses; (iv) to resolve all issues regarding Claims objections, and issues arising from the assumption/rejection of executory contracts or unexpired leases, and (v) to adjudicate any cause of action which may exist in favor of the Debtor, including preference and fraudulent transfer causes of action.

**6.5. Captions.**

The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.

**6.6. Modification of Plan.**

The Plan Proponent may modify the Plan at any time before confirmation of the Plan. However, the Bankruptcy Court may require a new disclosure statement and/or revoting on the Plan.

The Plan Proponent may also seek to modify the Plan at any time after confirmation only if (1) the Plan has not been substantially consummated and (2) the Bankruptcy Court authorizes the

proposed modifications after notice and a hearing.

**6.7. Final Decree.**

Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the Plan Proponent, or such other party as the Bankruptcy Court shall designate in the Plan Confirmation Order, shall file a motion with the Bankruptcy Court to obtain a final decree to close the case. Alternatively, the Bankruptcy Court may enter such a final decree on its own motion.

**6.8. Disclaimer**

The financial data relied upon in formulating the Plan is based on the Debtor's books and records, financial projections, and the personal knowledge of the Debtor. The information contained in this Disclosure Statement is provided by the Debtor. The Plan Proponent represents that everything stated in this Disclosure Statement is true to Proponent's best knowledge.

**6.9. No Levy.**

The distributions made pursuant to the attached Plan shall not be subject to levy, garnishment, attachment or like legal process by any person of any claimed subordination agreement, right to avoid payments or transfers, guaranties or otherwise (unless specifically provided for under the attached Plan), so that each Creditor will have and receive the full benefit, if any, of distributions provided under this Plan.

**6.10 Filing of Additional Documents.**

On or before the Effective Date, the Debtor may file with the Court such agreements and other documents which may be necessary or appropriate to effectuate and further evidence the terms and conditions of the attached Plan. In addition, the Court, to the extent necessary, shall direct any party to execute all appropriate documents and instruments to implement or further the provisions of the Plan.

**6.11. Privilege.**

The Debtor shall derive the benefit of the privileges between the Debtor and the Debtor's attorneys and accountants and the protections afforded by the work-product doctrine, which privilege and protection may not be transferred, conveyed or assigned to any other party.

**6.12 Governing Law.**

Except to the extent that the Code is applicable, the rights and obligations arising under the Plan and any documents, instruments or agreements executed in connection with the Plan (except as otherwise indicated in such documents, instruments or agreements) shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey, without giving effect to the principles of conflicts of law thereof and, to the extent not inconsistent with the Plan and the Disclosure Statement.

**6.13. Successors and Assigns.**

The rights, duties and obligation of any Person named or referred to in the attached Plan shall be binding upon, and shall inure to the benefit of the successors and assigns of such Person.

**6.14. Presentation of Plan Distributions; Undeliverable Distributions.**

Any person who receives a check pursuant to the Plan must present the check for payment within sixty (60) days of its date of issuance. Any checks not presented within such sixty (60) day period will be void in accordance with the terms of the Plan.

**6.15. Prepayment.**

Nothing contained in the Plan shall constitute a waiver of Debtor's right to prepay any creditors whose Allowed Claims are being paid through the Plan.

**6.16. Default.**

No default shall be declared under the Plan unless the payments due under said Plan have not been made within thirty (30) days after said payments were to have been paid pursuant to the

terms of the Plan, and written notice of such failure to make payment is given to Debtor and Debtor's counsel.

**6.17. Cancellation of Judgments and/or Other Liens.**

Any and/or all creditors with judgment and/or other liens of record for an allowed secured and/or unsecured claim against Debtor shall cancel of record any and/or all judgment and/or other liens of record, against Debtor(s), upon receipt of payment in full of its claim and/or pro-rata dividend share in accordance with the Confirmed Plan.

**ARTICLE 7-ATTACHMENTS**

The following documents accompany the Combined Plan and Disclosure Statement [check those applicable, and list any other attachments here]:

- ☒ Financial forecast for the Debtor, annexed as Exhibit A.
- ☒ Debtor's most recent income/financial statements issued before bankruptcy, annexed as Exhibit B.
- ☒ Debtor's Appraisals at Fair Market Value, annexed as Exhibits C through Q.
- ☐ Debtor's most recent post-petition operating report filed since the commencement of the Debtor's bankruptcy case, annexed as Exhibit \_\_\_\_.
- ☐ Summary of the Debtor's periodic operating reports filed since the commencement of the Debtor's bankruptcy case, annexed as Exhibit \_\_\_\_.
- ☒ Executory Contracts and Unexpired Leases, to be Assumed annexed as Exhibit R.
- ☐ Executory Contracts and Unexpired Leases to be Assumed and Assigned, annexed as Exhibit \_\_\_\_.
- ☐ Executory Contracts and Unexpired Leases to be Rejected, annexed as Exhibit \_\_\_\_.

- ☐ Tables showing the amount of cash on hand as of the Effective Date, and  
the sources of that cash, annexed as Exhibit \_\_\_\_.
- ☐ Liquidation Analysis, annexed as Exhibit .

#### **ARTICLE 8-FREQUENTLY ASKED QUESTIONS**

**What Is the [DEBTOR] Attempting to Do in Chapter 11?** Chapter 11 is the principal reorganization chapter of the Bankruptcy Code. Under Chapter 11, a debtor attempts to restructure the claims held against it. Formulation and confirmation of a plan of reorganization is the primary goal of Chapter 11. When reorganization is not feasible, however, a debtor may propose a liquidating plan under Chapter 11. The plan is the legal document which sets forth the manner and the means by which holders of claims against a debtor will be treated.

**If the Plan of Reorganization [or Liquidation] Is the Document That Governs How a Claim Will Be Treated, Why Am I Receiving This Combined Plan and Disclosure Statement?** In order to confirm a plan of reorganization [or liquidation], the Bankruptcy Code requires that a debtor solicit acceptances of a proposed plan, which it is doing with this combined Plan and Disclosure Statement. If the creditors are satisfied with the information provided in the Plan and the terms of the Plan as proposed, and have voted for the Plan and returned the requisite number of ballots to counsel for the Debtor, the Bankruptcy Court may confirm the Plan as proposed by the Debtor.

**How Do I Determine Which Class I Am In?** To determine the class of your claim or interest, you must first determine whether your claim is secured or unsecured. Your claim is secured if you have a validly perfected security interest in collateral owned by the Debtor. If you do not have any collateral, your claim is unsecured. The Table of Contents will direct you to the treatment provided to the class in which you are grouped. The pertinent section of the Plan dealing with that class will explain, among other things, who is in that class, what is the size of the class, what

you will receive if the Plan is confirmed, and when you will receive what the Plan has provided for you if the Plan is confirmed. Paragraph/Section 2.2 lists all classes of claimants and their types of claims.

**Why Is Confirmation of a Plan of Reorganization [or Liquidation] Important?** Confirmation of the Plan is necessary because if the Plan is confirmed, the Debtor and all of its creditors are bound by the terms of the Plan. If the Plan is not confirmed, the Debtor may not pay creditors as proposed in the Plan while the Debtor remains in bankruptcy.

**What Is Necessary to Confirm a Plan of Reorganization [or Liquidation]?** Confirmation of the Plan requires, among other things, the vote in favor of the Plan of two-thirds in total dollar amount and a majority in number of claims actually voting in each voting class. If the vote is insufficient, the Bankruptcy Court can still confirm the Plan, but only if certain additional elements regarding the ultimate fairness of the Plan to the creditors are shown.

**Am I Entitled to Vote on the Plan?** Any creditor of the Debtor whose claim is IMPAIRED under the Plan is entitled to vote, if either (i) the creditor's claim has been scheduled by the Debtor and such claim is not scheduled as disputed, contingent, or unliquidated, or (ii) the creditor has filed a proof of claim on or before the last date set by the Bankruptcy Court for such filings. Any claim to which an objection has been filed (and such objection is still pending) is not entitled to vote, unless the Bankruptcy Court temporarily allows the creditor to vote upon the creditor's motion. Such motion must be heard and determined by the Bankruptcy Court prior to the date established by the Bankruptcy Court to confirm the Plan.

In this case, the Proponent believes that classes 1, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, and 19 are impaired and that holders of claims in these classes are therefore entitled to vote to accept or reject the Plan. The Proponent believes that classes 2, 9, 17 and 20 is unimpaired and that holders of claims in these classes therefore do not have the right to vote to accept or reject the Plan.

Parties who dispute the Proponent's characterization of their claim or interest as being impaired or unimpaired may file an objection to the Plan contending that the Proponent has incorrectly characterized the class as aforesaid.

**How Do I Determine Whether I Am in an Impaired Class?** Section/ Paragraph 2.2 of the Plan identifies the classes of creditors whose claims are impaired. If your claim is impaired, your vote will be considered by the Bankruptcy Court.

**When Is the Deadline by Which I Need to Return My Ballot?** The Plan is being distributed to all claim holders for their review, consideration and approval. The deadline by which ballots must be returned is \_\_\_\_\_. Ballots should be mailed to the following address: Scott E. Kaplan, Esquire c/o Law Offices of Scott E. Kaplan, LLC, 12 N. Main Street, P.O. Box 157, Allentown, New Jersey 08501.

**How Do I Determine When and How Much I Will Be Paid?** In Section/Paragraph 2.2, the Debtor has provided both written and financial summaries of what it anticipates each class of creditors will receive under the Plan.

#### **ARTICLE 9-DEFINITIONS**

**9.1. Scope of Definitions:** The definitions and rules of construction set forth in §§ 101 and 102 of the Bankruptcy Code shall apply when terms defined or construed in the Code are used in this Plan. The definitions that follow that are found in the Code are for convenience of reference only, and are superseded by the definitions found in the Code.

**9.2. Administrative Claimant:** Any person entitled to payment of an administration Expense.

**9.3. Administrative Convenience Class:** A class consisting of every unsecured claim that is less than or reduced to an amount that the Bankruptcy Court approves as reasonable and necessary for administrative convenience.



**9.4. Administrative Expense:** Any cost or expense of administration of the Chapter 11 case entitled to priority under §507(a)(2) of the Code and allowed under §503(b) of the Code, including without limitation, any actual and necessary expenses of preserving the Debtor's estate, any actual and necessary expenses incurred following the filing of the bankruptcy petition by the Debtor-in-Possession, allowances of compensation or reimbursement of expenses to the extent allowed by the Bankruptcy Court under the Bankruptcy Code, and any fees or charges assessed against any of the Debtor's estates under Chapter 123, Title 28, United States Code.

**9.5 Administrative Tax Claim:** Any tax incurred pursuant to §503(b)(1)(B) of the Code.

**9.6. Allowed Claim:** Any claim against the Debtor pursuant to §502 of the Code to the extent that: (a) a Proof of Claim was either timely filed or was filed late with leave of the Bankruptcy Court or without objection by the Debtor, and (b) as to which either (i) a party in interest, including the Debtor, does not timely file an objection, or (ii) is allowed by a Final Order.

**9.7. Allowed Priority Tax Claim:** A Priority Tax Claim to the extent that it is or has become an Allowed Claim, which in any event shall be reduced by the amount of any offsets, credits, or refunds to which the Debtor or Debtor-in-Possession shall be entitled on the Confirmation Date.

**9.8. Allowed Secured Claim:** Allowed Secured Claims are claims secured by property of the Debtor's bankruptcy estate (or that are subject to setoff) to the extent allowed as secured claims under §506 of the Code.

**9.9. Allowed Unsecured Claim:** An Unsecured Claim to the extent it is, or has become, an Allowed Claim, which in any event shall be reduced by the amount of any offsets, credits, or refunds to which the Debtor or Debtor-in-Possession shall be entitled on the Confirmation Date.

**9.10. Bankruptcy Code or Code:** The Bankruptcy Reform Act of 1978, as amended and codified as Title 11, United States Code.

**9.11. Bankruptcy Court:** The United States Bankruptcy Court for the District of New Jersey.

**9.12. Bankruptcy Rules:** The Federal Rules of Bankruptcy Procedure.

**9.13. Cash:** Cash, cash equivalents and other readily marketable securities or instruments issued by a person other than the Debtor, including, without limitation, readily marketable direct obligations of the United States of America, certificates of deposit issued by banks and commercial paper of any entity, including interest accrued or earned thereon.

**9.14. Chapter 11 Case:** This case under chapter 11 of the Bankruptcy Code in which Kenneth G. McNeil is the Debtor-in-Possession.

**9.15 Claim:** Any "right to payment from the Debtor whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or any right to an equitable remedy for future performance if such breach gives rise to a right of payment from the Debtor, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, disputed, undisputed, secured or unsecured." 11 U.S.C. § 101(5).

**9.16. Class:** A category of holders of claims or interests which are substantially similar to the other claims or interests in such class.

**9.17. Committee:** Any Committee of Creditors appointed by the United States Trustee in the chapter 11 case pursuant to §1102 of the Bankruptcy Code.

**9.18. Confirmation:** The entry by the Bankruptcy Court of an order confirming this Combined Plan and Disclosure Statement.

**9.19. Confirmation Date:** The Date upon which the Bankruptcy Court shall enter the Confirmation Order; provided however, that if on motion the Confirmation Order or consummation of the Plan is stayed pending appeal, then the Confirmation Date shall be the entry of the Final Order vacating such stay or the date on which such stay expires and is no longer in effect.

**9.20. Confirmation Hearing:** The hearing to be held on \_\_\_\_\_ to consider confirmation of the Plan.

**9.21. Confirmation Order:** An order of the Bankruptcy Court or any amendment thereto confirming the Plan in accordance with the provisions of chapter 11 of the Bankruptcy Code.

**9.22. Creditor:** Any person who has a Claim against the Debtor that arose on or before the Petition Date.

**9.23. Debtor and Debtor-in-Possession:** Kenneth G. McNeil, the debtor-in-possession in this chapter 11 case.

**9.24. Disputed Claim:** Any claim against the Debtor pursuant to § 502 of the Code that the Debtor has in any way objected to, challenged or otherwise disputed.

**9.25. Distributions:** The property required by the Plan to be distributed to the holders of Allowed Claims.

**9.26. Effective Date:** \_\_\_\_\_

[D.N.J. LBR 3016-1(b) provides that "Unless a plan provides otherwise, its effective date shall be the date on which the order of confirmation becomes final."].

**9.27. Equity Interest:** An ownership interest in the Debtor.

**9.28. Executory Contracts:** All unexpired leases and executory contracts as described in § 365 of the Bankruptcy Code.

**9.29. Final Order:** An order or judgment of the Bankruptcy Court that has not been reversed, stayed, modified or amended and as to which (a) any appeal that has been taken has been finally determined or dismissed, or (b) the time for appeal has expired and no notice of appeal has been filed.

**9.30. IRC:** The Internal Revenue Code.

**9.31. Petition Date:** March 11, 2015, the date the chapter 11 petition for relief was filed.

**9.32. Plan:** This Combined Plan and Disclosure Statement, either in its present form or as it may be

altered, amended, or modified from time to time.

**9.33. Plan Proponent:** The individual or entity that has filed this Combined Plan and Disclosure Statement.

**9.34. Priority Tax Claim:** Any Claim entitled to priority in payment under §507(a)(8) of the Bankruptcy Code.

**9.35. Reorganized Debtor:** The Debtor after the Effective Date.

**9.36. Schedules:** Schedules and Statement of Financial Affairs, as amended, filed by the Debtor with the Bankruptcy Court listing liabilities and assets.

**9.37. Secured Creditor:** Any creditor that holds a Claim that is secured by property of the Debtor.

**9.38. Unsecured Creditor:** Any Creditor that holds a Claim in the Chapter 11 case which is not a secured Claim.

Respectfully submitted,

Dated: December 28, 2015

By: /s/ Scott E. Kaplan  
Scott E. Kaplan, Attorney for Debtor

**March 22, 2017 Notes:**

1. Debtor hereby incorporates by reference all the terms and conditions set forth in the Consent Orders Resolving Objections to Confirmation agreed to by the parties hereto and entered by the Court in connection herewith.
2. Exhibits C through Q (appraisals) hereinabove referenced have been omitted from the Order Confirming Plan.

**Kenneth McNeill**  
15-14218  
Plan Projections Year 1  
Calendar Year 2017

[illegible]

**NOTE 5: General Unsecured Creditors**  
The General Unsecured Creditors represent these amounts reported on the petition as adjusted for actual Claims filed plus the total amount of the claimed down payments on the mortgages. A dividend of 35% of \$40,228 in total of \$13,410 per year, for 3 years starting 1/1/2019. See Plan and Disclosure Statement for Claim Down by Property and Unsecured Claims.

**NOTE 6: Mortgage Payable**  
The mortgage payable is the claimed down amount. See Plan and Disclosure Statement for a description of each property's terms.

**NOTE 7: Mortgage Payable - Second Lien**  
The mortgage payable is the claimed down amount. See Plan and Disclosure Statement for a description of each property's terms.

**NOTES TO FINANCIAL PROJECTIONS:**  
NOTE 1: Income

NOTES TO FINANCIAL PROJECTIONS:

**NOTE 2. Expenses**

**NOTE 3: Property Management Fees**

These expenses represent 15% of Rental Income and are paid to a related party entity.

contributions of \$10,000.00 from unrelated third party investor - James Evans

Kenneth McNeil  
18-14218  
Plan Projections Year 2  
Calendar Year 2018

Ordinary Income/Expense

Income	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total
Personal	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Disability Income	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600
Rental Income	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600
Social Security	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600	15,600
Total Income	46,800	46,800	46,800	46,800	46,800	46,800	46,800	46,800	46,800	46,800	46,800	46,800	46,800	46,800	46,800	46,800
Expense	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Disbursements	1,204	1,204	1,204	1,204	1,204	1,204	1,204	1,204	1,204	1,204	1,204	1,204	1,204	1,204	1,204	1,204
Cable TV, Phone, Auto, Personal	6,288	6,288	6,288	6,288	6,288	6,288	6,288	6,288	6,288	6,288	6,288	6,288	6,288	6,288	6,288	6,288
Cell Service, Taxi/Transportation	8,888	8,888	8,888	8,888	8,888	8,888	8,888	8,888	8,888	8,888	8,888	8,888	8,888	8,888	8,888	8,888
Food/Entertainment/Personal	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400
Gas & Tolls	668	668	668	668	668	668	668	668	668	668	668	668	668	668	668	668
Health Club	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145	1,145
Home Insurance	1,204	1,204	1,204	1,204	1,204	1,204	1,204	1,204	1,204	1,204	1,204	1,204	1,204	1,204	1,204	1,204
Housekeeping/Cleaning/Utility	4,607	4,607	4,607	4,607	4,607	4,607	4,607	4,607	4,607	4,607	4,607	4,607	4,607	4,607	4,607	4,607
Insurance	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
Licenses/Fees	4,008	4,008	4,008	4,008	4,008	4,008	4,008	4,008	4,008	4,008	4,008	4,008	4,008	4,008	4,008	4,008
Medical	4,441	4,441	4,441	4,441	4,441	4,441	4,441	4,441	4,441	4,441	4,441	4,441	4,441	4,441	4,441	4,441
Mortgage Payable	79	79	79	79	79	79	79	79	79	79	79	79	79	79	79	79
Transit/Commuter	1,890	1,890	1,890	1,890	1,890	1,890	1,890	1,890	1,890	1,890	1,890	1,890	1,890	1,890	1,890	1,890
Real Estate Taxes	4,604	4,604	4,604	4,604	4,604	4,604	4,604	4,604	4,604	4,604	4,604	4,604	4,604	4,604	4,604	4,604
Utilities	5,578	5,578	5,578	5,578	5,578	5,578	5,578	5,578	5,578	5,578	5,578	5,578	5,578	5,578	5,578	5,578
Total Disbursements	36,729	36,729	36,729	36,729	36,729	36,729	36,729	36,729	36,729	36,729	36,729	36,729	36,729	36,729	36,729	36,729
General Expenses	513	513	513	513	513	513	513	513	513	513	513	513	513	513	513	513
Landscaping and Groundskeeping	21,690	21,690	21,690	21,690	21,690	21,690	21,690	21,690	21,690	21,690	21,690	21,690	21,690	21,690	21,690	21,690
Property Management Co (Owner 100% owned)	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234	1,234
Rent Expense	1,849	1,849	1,849	1,849	1,849	1,849	1,849	1,849	1,849	1,849	1,849	1,849	1,849	1,849	1,849	1,849
Repairs and Maintenance	2,424	2,424	2,424	2,424	2,424	2,424	2,424	2,424	2,424	2,424	2,424	2,424	2,424	2,424	2,424	2,424
Telephone Expense	2,503	2,503	2,503	2,503	2,503	2,503	2,503	2,503	2,503	2,503	2,503	2,503	2,503	2,503	2,503	2,503
Total General Expenses	60,883	60,883	60,883	60,883	60,883	60,883	60,883	60,883	60,883	60,883	60,883	60,883	60,883	60,883	60,883	60,883
Net Cash Inflow before Reorganization Expenses	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60
Reorganization Expenses	103,468	103,468	103,468	103,468	103,468	103,468	103,468	103,468	103,468	103,468	103,468	103,468	103,468	103,468	103,468	103,468
Administrative	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898
Professional (Attorney \$12,000/Accountant \$4,000)	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898
Priority Unsecured Creditors (1% of \$1,500,000)	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898
General Unsecured Creditors (1% of \$1,500,000)	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898
Net Cash Inflow (Outflow) after Reorganization Expenses	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60
Opening Cash	103,468	103,468	103,468	103,468	103,468	103,468	103,468	103,468	103,468	103,468	103,468	103,468	103,468	103,468	103,468	103,468
Net Cash Position	103,468	103,468	103,468	103,468	103,468	103,468	103,468	103,468	103,468	103,468	103,468	103,468	103,468	103,468	103,468	103,468

NOTES TO FINANCIAL PROJECTIONS:

NOTE 1: Income  
Disability and Social Security income increases with local cost of living. These increases have not been reported in the Plan Projections for Calendar Year 2017 through 2021.

NOTE 2: Expenses  
Expenses have been increased in years 2017 to 2021 by one percent to three percent.

NOTE 3: Property Management Fees  
These expenses represent 15% of Rental Income and are paid to a related party entity.

NOTE 4: New Value  
Contributions of \$10,000.00 from unrelated third party Investor - James Evans

NOTE 5: General Unsecured Creditors

The General Unsecured Creditors represent those amounts reported on the petition as adjusted for actual claims filed plus the total amount of the cranked down mortgage balances. A dividend of 5% of \$40,000 in total of \$2,000 per year. In 2 years starting 6/1/2015. See Plan and Disclosure Statement for Crank Down by Property and Unsecured Claims.

NOTE 6: Mortgage Payable  
The Mortgage payments reflect cranked down amounts. See Plan and Disclosure Statement for a description of each property's terms.

NOTE 7: Post Petition Escrow Advances, as necessary, are being paid at claimant's discretion as described in the Plan.

Kenneth McNeil  
15-14218  
Plan Projections Year 3  
Calendar Year 2019

Ordinary Income/Expense

	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993	1992	1991	1990	1989	1988	1987	1986	1985	1984	1983	1982	1981	1980	1979	1978	1977	1976	1975	1974	1973	1972	1971	1970	1969	1968	1967	1966	1965	1964	1963	1962	1961	1960	1959	1958	1957	1956	1955	1954	1953	1952	1951	1950	1949	1948	1947	1946	1945	1944	1943	1942	1941	1940	1939	1938	1937	1936	1935	1934	1933	1932	1931	1930	1929	1928	1927	1926	1925	1924	1923	1922	1921	1920	1919	1918	1917	1916	1915	1914	1913	1912	1911	1910	1909	1908	1907	1906	1905	1904	1903	1902	1901	1900	1899	1898	1897	1896	1895	1894	1893	1892	1891	1890	1889	1888	1887	1886	1885	1884	1883	1882	1881	1880	1879	1878	1877	1876	1875	1874	1873	1872	1871	1870	1869	1868	1867	1866	1865	1864	1863	1862	1861	1860	1859	1858	1857	1856	1855	1854	1853	1852	1851	1850	1849	1848	1847	1846	1845	1844	1843	1842	1841	1840	1839	1838	1837	1836	1835	1834	1833	1832	1831	1830	1829	1828	1827	1826	1825	1824	1823	1822	1821	1820	1819	1818	1817	1816	1815	1814	1813	1812	1811	1810	1809	1808	1807	1806	1805	1804	1803	1802	1801	1800	1799	1798	1797	1796	1795	1794	1793	1792	1791	1790	1789	1788	1787	1786	1785	1784	1783	1782	1781	1780	1779	1778	1777	1776	1775	1774	1773	1772	1771	1770	1769	1768	1767	1766	1765	1764	1763	1762	1761	1760	1759	1758	1757	1756	1755	1754	1753	1752	1751	1750	1749	1748	1747	1746	1745	1744	1743	1742	1741	1740	1739	1738	1737	1736	1735	1734	1733	1732	1731	1730	1729	1728	1727	1726	1725	1724	1723	1722	1721	1720	1719	1718	1717	1716	1715	1714	1713	1712	1711	1710	1709	1708	1707	1706	1705	1704	1703	1702	1701	1700	1699	1698	1697	1696	1695	1694	1693	1692	1691	1690	1689	1688	1687	1686	1685	1684	1683	1682	1681	1680	1679	1678	1677	1676	1675	1674	1673	1672	1671	1670	1669	1668	1667	1666	1665	1664	1663	1662	1661	1660	1659	1658	1657	1656	1655	1654	1653	1652	1651	1650	1649	1648	1647	1646	1645	1644	1643	1642	1641	1640	1639	1638	1637	1636	1635	1634	1633	1632	1631	1630	1629	1628	1627	1626	1625	1624	1623	1622	1621	1620	1619	1618	1617	1616	1615	1614	1613	1612	1611	1610	1609	1608	1607	1606	1605	1604	1603	1602	1601	1600	1599	1598	1597	1596	1595	1594	1593	1592	1591	1590	1589	1588	1587	1586	1585	1584	1583	1582	1581	1580	1579	1578	1577	1576	1575	1574	1573	1572	1571	1570	1569	1568	1567	1566	1565	1564	1563	1562	1561	1560	1559	1558	1557	1556	1555	1554	1553	1552	1551	1550	1549	1548	1547	1546	1545	1544	1543	1542	1541	1540	1539	1538	1537	1536	1535	1534	1533	1532	1531	1530	1529	1528	1527	1526	1525	1524	1523	1522	1521	1520	1519	1518	1517	1516	1515	1514	1513	1512	1511	1510	1509	1508	1507	1506	1505	1504	1503	1502	1501	1500	1499	1498	1497	1496	1495	1494	1493	1492	1491	1490	1489	1488	1487	1486	1485	1484	1483	1482	1481	1480	1479	1478	1477	1476	1475	1474	1473	1472	1471	1470	1469	1468	1467	1466	1465	1464	1463	1462	1461	1460	1459	1458	1457	1456	1455	1454	1453	1452	1451	1450	1449	1448	1447	1446	1445	1444	1443	1442	1441	1440	1439	1438	1437	1436	1435	1434	1433	1432	1431	1430	1429	1428	1427	1426	1425	1424	1423	1422	1421	1420	1419	1418	1417	1416	1415	1414	1413	1412	1411	1410	1409	1408	1407	1406	1405	1404	1403	1402	1401	1400	1399	1398	1397	1396	1395	1394	1393	1392	1391	1390	1389	1388	1387	1386	1385	1384	1383	1382	1381	1380	1379	1378	1377	1376	1375	1374	1373	1372	1371	1370	1369	1368	1367	1366	1365	1364	1363	1362	1361	1360	1359	1358	1357	1356	1355	1354	1353	1352	1351	1350	1349	1348	1347	1346	1345	1344	1343	1342	1341	1340	1339	1338	1337	1336	1335	1334	1333	1332	1331	1330	1329	1328	1327	1326	1325	1324	1323	1322	1321	1320	1319	1318	1317	1316	1315	1314	1313	1312	1311	1310	1309	1308	1307	1306	1305	1304	1303	1302	1301	1300	1299	1298	1297	1296	1295	1294	1293	1292	1291	1290	1289	1288	1287	1286	1285	1284	1283	1282	1281	1280	1279	1278	1277	1276	1275	1274	1273	1272	1271	1270	1269	1268	1267	1266	1265	1264	1263	1262	1261	1260	1259	1258	1257	1256	1255	1254	1253	1252	1251	1250	1249	1248	1247	1246	1245	1244	1243	1242	1241	1240	1239	1238	1237	1236	1235	1234	1233	1232	1231	1230	1229	1228	1227	1226	1225	1224	1223	1222	1221	1220	1219	1218	1217	1216	1215	1214	1213	1212	1211	1210	1209	1208	1207	1206	1205	1204	1203	1202	1201	1200	1199	1198	1197	1196	1195	1194	1193	1192	1191	1190	1189	1188	1187	1186	1185	1184	1183	1182	1181	1180	1179	1178	1177	1176	1175	1174	1173	1172	1171	1170	1169	1168	1167	1166	1165	1164	1163	1162	1161	1160	1159	1158	1157	1156	1155	1154	1153	1152	1151	1150	1149	1148	1147	1146	1145	1144	1143	1142	1141	1140	1139	1138	1137	1136	1135	1134	1133	1132	1131	1130	1129	1128	1127	1126	1125	1124	1123	1122	1121	1120	1119	1118	1117	1116	1115	1114	1113	1112	1111	1110	1109	1108	1107	1106	1105	1104	1103	1102	1101	1100	1099	1098	1097	1096	1095	1094	1093	1092	1091	1090	1089	1088	1087	1086	1085	1084	1083	1082	1081	1080	1079	1078	1077	1076	1075	1074	1073	1072	1071	1070	1069	1068	1067	1066	1065	1064	1063	1062	1061	1060	1059	1058	1057	1056	1055	1054	1053	1052	1051	1050	1049	1048	1047	1046	1045	1044	1043	1042	1041	1040	1039	1038	1037	1036	1035	1034	1033	1032	1031	1030	1029	1028	1027	1026	1025	1024	1023	1022	1021	1020	1019	1018	1017	1016	1015	1014	1013	1012	1011	1010	1009	1008	1007	1006	1005	1004	1003	1002	1001	1000	999	998	997	996	995	994	993	992	991	990	989	988	987	986	985	984	983	982	981	980	979	978	977	976	975	974	973	972	971	970	969	968	967	966	965	964	963	962	961	960	959	958	957	956	955	954	953	952	951	950	949	948	947	946	945	944	943	942	941	940	939	938	937	936	935	934	933	932	931	930	929	928	927	926	925	924	923	922	921	920	919	918	917	916	915	914	913	912	911	910	909	908	907	906	905	904	903	902	901	900	899	898	897	896	895	894	893	892	891	890	889	888	887	886	885	884	883	882	881	880	879	878	877	876	875	874	873	872	871	870	869	868	867	866	865	864	863	862	861	860	859	858	857	856	855	854	853	852	851	850	849	848	847	846	845	844	843	842	841	840	839	838	837	836	835	834	833	832	831	830	829	828	827	826	825	824	823	822	821	820	819	818	817	816	815	814	813	812	811	810	809	808	807	806	805	804	803	802	801	800	799	798	797	796	795	794	793	792	791	790	789	788	787	786	785	784	783	782	781	780	779	778	777	776	775	774	773	772	771	770	769	768	767	766	765	764	763	762	761	760	759	758	757	756	755	754	753	752	751	750	749	748	747	746	745	744	743	742	741	740	739	738	737	736	735	734	733	732	731	730	729	728	727	726	725	724	723	722	721	720	719	718	717	716	715	714	713	712	711	710	709	708	707	706	705	704	703	702	701	700	699	698	697	696	695	694	693	692	691	690	689	688	687	686	685	684	683	682	681	680	679	678	677	676	675	674	673	672	671	670	669	668	667	666	665	664	663	662	661	660	659	658	657	656	655	654	653	652	651	650	649	648	647	646	645	644	643	642	641	640	639	638	637	636	635	634	633	632	631	630	
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**SCHEDULE E**  
(Form 1040)

**Supplemental Income and Loss**

(From rental real estate, royalties, partnerships, S corporations, estates, trusts, REITs, etc.)

1. Attach to Form 1040, 1040-E, or Form 1041.

2. Information about Schedule E and its attachments is available at [www.irs.gov/form1040](http://www.irs.gov/form1040).

OMB No. 1545-0047

**2014**

521030 1-15

NAME OF THE PROPERTY		TYPE OF PROPERTY		DATE ACQUIRED		DATE DISPOSED		DATE OF DEATH		DATE OF DIVORCE		DATE OF REMARriage		DATE OF RECONCILIATION		DATE OF RECONCILIATION		DATE OF RECONCILIATION	
NAME OF THE PROPERTY		TYPE OF PROPERTY		DATE ACQUIRED		DATE DISPOSED		DATE OF DEATH		DATE OF DIVORCE		DATE OF REMARriage		DATE OF RECONCILIATION		DATE OF RECONCILIATION		DATE OF RECONCILIATION	
1		2		3		4		5		6		7		8		9		10	
1		2		3		4		5		6		7		8		9		10	
1		2		3		4		5		6		7		8		9		10	
1		2		3		4		5		6		7		8		9		10	
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1		2		3		4		5		6		7		8		9		10	
1		2		3		4		5		6		7		8		9		10	
1		2		3		4		5		6		7		8		9		10	
1		2		3		4		5		6		7		8		9		10	
1		2		3		4		5		6		7		8		9		10	
1		2		3		4		5		6		7		8		9		10	
1		2		3		4		5		6		7		8		9		10	
1		2		3		4		5		6		7		8		9		10	
1		2		3		4		5		6		7		8		9		10	
1		2		3		4		5		6		7		8		9		10	
1		2		3		4		5		6		7		8		9		10	
1		2		3		4		5		6		7		8		9		10	
1		2		3		4		5		6		7		8		9		10	
1		2		3		4		5		6		7		8					

[illegible]

[illegible]







There are no amounts for Page 2

For Paperwork Reduction Act notice, see page 4.

**Form 4952** **Alt. Min. Tax Investment Interest Expense Deduction** **OMB No. 1545-0046**  
**2014**  
 Department of the Treasury  
 Internal Revenue Service  
 Instructions for Form 4952  
 Attach to your tax return.

**Part I Investment Interest Expenses**

Line	Description	Amount	Amount
1	Investment interest expense paid or accrued in 2014 (see instructions)		24,420
2	Disallowed investment interest expense from 2013 Form 4952, line 7		24,420
3	Total investment interest expense. Add lines 1 and 2		24,420
4a	Gross income from property held for investment (including any net gain from the disposition of property held for investment)	200	
4b	Capital losses included on line 4a		
4c	Subtract line 4b from line 4a		200
4d	Net gain from the disposition of property held for investment		
4e	Enter the smaller of line 4c or your net capital gain from the disposition of property held for investment (see instructions)		200
4f	Subtract line 4e from line 4c		
4g	Enter the amount from lines 4c and 4f that you elect to include in investment income (see instructions)		
4h	Investment income. Add lines 4c, 4f, and 4g		200
4i	Investment expense. (See instructions)		
4j	Net investment income. Subtract line 4i from line 4h. If zero or less, enter 0.		200

**Part II Investment Interest Expense Deduction**

Line	Description	Amount	Amount
5	Disallowed investment interest expense to be carried forward to 2015. Subtract line 4j from line 4i. If zero or less, enter 0.		24,220
6	Investment interest expense deduction. Enter the amount of line 5 or 6. Do not enter more than \$2,000 (\$3,000 if married filing jointly).		200

From 4952 (2014)

**Form 8582** **Passive Activity Loss Limitations** **OMB No. 1545-0046**  
**2014**  
 Department of the Treasury  
 Internal Revenue Service  
 Instructions for Form 8582  
 Attach to Form 1040 or Form 1041.

**Part I 2014 Passive Activity Loss**

Line	Description	Amount	Amount
1a	Net passive activity loss or loss limitation (For the calculation of active participation, see instructions.)		10,545
1b	Active participation net income (For the calculation of active participation, see instructions.)		28,397
1c	Active participation net loss (For the calculation of active participation, see instructions.)		42,720
1d	Net passive activity loss or loss limitation. Subtract line 1b from line 1a. If zero or less, enter 0.		-60,562

**Part II Other Passive Activities**

Line	Description	Amount	Amount
2a	Other passive activity loss or loss limitation (For the calculation of active participation, see instructions.)		
2b	Active participation net income (For the calculation of active participation, see instructions.)		
2c	Active participation net loss (For the calculation of active participation, see instructions.)		
2d	Net passive activity loss or loss limitation. Subtract line 2b from line 2a. If zero or less, enter 0.		

**Part III Special Allowances for Rental Real Estate Activities With Active Participation**

Line	Description	Amount	Amount
3	Enter the amount of the loss on line 1d or the loss on line 2d		60,562
4	Enter \$100,000 if married filing jointly, see instructions		
5	Enter the smaller of line 3 or line 4		0
6	Subtract line 5 from line 3		
7	Subtract line 5 from line 4		
8	Subtract line 7 from line 6		
9	Subtract line 8 from line 6		
10	Subtract line 9 from line 6		
11	Subtract line 10 from line 6		
12	Subtract line 11 from line 6		
13	Subtract line 12 from line 6		
14	Subtract line 13 from line 6		
15	Subtract line 14 from line 6		
16	Subtract line 15 from line 6		
17	Subtract line 16 from line 6		
18	Subtract line 17 from line 6		
19	Subtract line 18 from line 6		
20	Subtract line 19 from line 6		
21	Subtract line 20 from line 6		
22	Subtract line 21 from line 6		
23	Subtract line 22 from line 6		
24	Subtract line 23 from line 6		
25	Subtract line 24 from line 6		
26	Subtract line 25 from line 6		
27	Subtract line 26 from line 6		
28	Subtract line 27 from line 6		
29	Subtract line 28 from line 6		
30	Subtract line 29 from line 6		
31	Subtract line 30 from line 6		
32	Subtract line 31 from line 6		
33	Subtract line 32 from line 6		
34	Subtract line 33 from line 6		
35	Subtract line 34 from line 6		
36	Subtract line 35 from line 6		
37	Subtract line 36 from line 6		
38	Subtract line 37 from line 6		
39	Subtract line 38 from line 6		
40	Subtract line 39 from line 6		
41	Subtract line 40 from line 6		
42	Subtract line 41 from line 6		
43	Subtract line 42 from line 6		
44	Subtract line 43 from line 6		
45	Subtract line 44 from line 6		
46	Subtract line 45 from line 6		
47	Subtract line 46 from line 6		
48	Subtract line 47 from line 6		
49	Subtract line 48 from line 6		
50	Subtract line 49 from line 6		
51	Subtract line 50 from line 6		
52	Subtract line 51 from line 6		
53	Subtract line 52 from line 6		
54	Subtract line 53 from line 6		
55	Subtract line 54 from line 6		
56	Subtract line 55 from line 6		
57	Subtract line 56 from line 6		
58	Subtract line 57 from line 6		
59	Subtract line 58 from line 6		
60	Subtract line 59 from line 6		
61	Subtract line 60 from line 6		
62	Subtract line 61 from line 6		
63	Subtract line 62 from line 6		
64	Subtract line 63 from line 6		
65	Subtract line 64 from line 6		
66	Subtract line 65 from line 6		
67	Subtract line 66 from line 6		
68	Subtract line 67 from line 6		
69	Subtract line 68 from line 6		
70	Subtract line 69 from line 6		
71	Subtract line 70 from line 6		
72	Subtract line 71 from line 6		
73	Subtract line 72 from line 6		
74	Subtract line 73 from line 6		
75	Subtract line 74 from line 6		
76	Subtract line 75 from line 6		
77	Subtract line 76 from line 6		
78	Subtract line 77 from line 6		
79	Subtract line 78 from line 6		
80	Subtract line 79 from line 6		
81	Subtract line 80 from line 6		
82	Subtract line 81 from line 6		
83	Subtract line 82 from line 6		
84	Subtract line 83 from line 6		
85	Subtract line 84 from line 6		
86	Subtract line 85 from line 6		
87	Subtract line 86 from line 6		
88	Subtract line 87 from line 6		
89	Subtract line 88 from line 6		
90	Subtract line 89 from line 6		
91	Subtract line 90 from line 6		
92	Subtract line 91 from line 6		
93	Subtract line 92 from line 6		
94	Subtract line 93 from line 6		
95	Subtract line 94 from line 6		
96	Subtract line 95 from line 6		
97	Subtract line 96 from line 6		
98	Subtract line 97 from line 6		
99	Subtract line 98 from line 6		
100	Subtract line 99 from line 6		

From 8582 (2014)

**KENNETH C MCNEIL**  
**Form 8882 (2014)**  
**Worksheet 1—For Form 8882, Lines 1a, 1b, and 1c (See instructions).**  
**Page 2**

Name of activity	Current year		Prior years		Overall gain or loss	
	(a) Net income (loss) (See instructions)	(b) Net loss (See instructions)	(c) Unallowed loss (See instructions)	(d) Gain	(e) Loss	(f) Loss
<b>Statement 21</b>						
<b>Total</b>						
<b>Worksheet 2—For Form 8882, Lines 2a and 2b (See instructions).</b>						
<b>Name of activity</b>	(a) Current year deduction (line 2a)	(b) Prior year unallowed deduction (line 2b)	(c) Overall loss			
<b>Total</b>						
<b>Worksheet 3—For Form 8882, Lines 3a, 3b, and 3c (See instructions).</b>						
<b>Name of activity</b>	(a) Net income (loss) (line 3a)	(b) Net loss (line 3b)	(c) Overall gain or loss	(d) Gain	(e) Loss	
<b>Total</b>						
<b>Worksheet 4—Use this worksheet if an amount is shown on Form 8882, line 10 or 14 (See instructions).</b>						
<b>Name of activity</b>	(a) Net income (loss) (line 4a)	(b) Net loss (line 4b)	(c) Overall gain or loss	(d) Gain	(e) Loss	
<b>Total</b>						
<b>Worksheet 5—Allocation of Unallowed Losses (See instructions).</b>						
<b>Name of activity</b>	(a) Loss	(b) Ratio	(c) Special allowance	(d) Subject column (e) from column (b)	(f) Subject column (e) from column (b)	
<b>Total</b>						

**KENNETH C MCNEIL**  
**Form 8882 (2014)**  
**Worksheet 6—Allocated Losses (See instructions).**  
**Page 3**

Name of activity	Form or schedule and line number to be reported on (See instructions)	Overall gain or loss	
		(a) Loss	(b) Unallowed loss
<b>Statement 23</b>			
<b>Total</b>			
<b>Worksheet 7—Activities With Losses Reported on Two or More Forms or Schedules (See instructions).</b>			
<b>Name of activity</b>	(a) Form or schedule and line number to be reported on (See instructions)	(b) Net loss (line 7a)	(c) Net loss (line 7b)
<b>Total</b>			

294382TP MCNEIL, KENNETH G 3004		Federal Statements	
REAL ESTATE MANAGEMENT Statement 1 - Schedule C, Cost of Goods Sold, Line 39 - Other Costs			
Description	Amount		
REPORTED ON SCHEDULE E AS RE	\$ 13,762		
REPORTED ON SCHEDULE E AS RE	\$ 2,860		
Total	\$ 14,622		

294382TP MCNEIL, KENNETH G 3004		Federal Statements	
44 SOUTH HERMITAGE Statement 2 - Schedule E, Line 18 - Other Expenses			
Description	Gross Amount	Business Use Percentage	Net Amount
ACCOMMODATION	\$ 166		\$ 165
LANDSCAPING	150		150
LICENSES	1,017		1,017
SEWER			
Total	\$ 1,333		\$ 1,333
196 ROSEMONT AVE Statement 3 - Schedule E, Line 18 - Other Expenses			
Description	Gross Amount	Business Use Percentage	Net Amount
LICENSES	\$ 100		\$ 100
Total	\$ 100		\$ 100
219 WOODLAWN AVE Statement 4 - Schedule E, Line 18 - Other Expenses			
Description	Gross Amount	Business Use Percentage	Net Amount
SEWER	\$ 624		\$ 624
LICENSES	77		77
Total	\$ 701		\$ 701

2843B2TP MCNEIL, KENNETH G 3034		Federal Statements	
<b>244 CLEVELAND AVE</b>			
Statement 5 - Schedule E, Line 19 - Other Expenses			
LICENSES	Gross Amount	Business Use Percentage	Net Amount
Total	\$ 100		\$ 100
<b>52 SOUTH OLDEN</b>			
Statement 6 - Schedule E, Line 19 - Other Expenses			
LICENSES	Gross Amount	Business Use Percentage	Net Amount
SEWER	\$ 100		\$ 100
Total	\$ 114		\$ 114
<b>69 EDGEWATER AVENUE</b>			
Statement 7 - Schedule E, Line 19 - Other Expenses			
LICENSES	Gross Amount	Business Use Percentage	Net Amount
Total	\$ 100		\$ 100

2843B2TP MCNEIL, KENNETH G 3034		Federal Statements	
<b>78 RACE STREET</b>			
Statement 8 - Schedule E, Line 19 - Other Expenses			
LICENSES	Gross Amount	Business Use Percentage	Net Amount
FERTILIZ	\$		\$
Sewer/Water	\$ 0		\$ 0
Total	\$ 0		\$ 0
<b>251 WOODLAWN AVE</b>			
Statement 9 - Schedule E, Line 19 - Other Expenses			
LICENSES	Gross Amount	Business Use Percentage	Net Amount
SEWER	\$ 1,684		\$ 1,684
Total	\$ 1,684		\$ 1,684
<b>711 STUYVESANT</b>			
Statement 10 - Schedule E, Line 19 - Other Expenses			
LICENSES	Gross Amount	Business Use Percentage	Net Amount
SEWER	\$		\$
MISC	\$ 0		\$ 0
Total	\$ 0		\$ 0

2043B21P MCNEIL, KENNETH G Federal Statements		
<b>18 LAUREL AVENUE</b> Statement 17 - Schedule E, Line 18 - Other Expenses		
Description Amortization LICENSES SEWER Total	Gross Amount 90 100 190	Business Use Percentage Net Amount 90 100 190
<b>16 PERUNE AVE</b> Statement 17 - Schedule E, Line 18 - Other Expenses		
Description LICENSES Total	Gross Amount 0	Business Use Percentage Net Amount 0
<b>631 NORWAY AVE</b> Statement 13 - Schedule E, Line 19 - Other Expenses		
Description SEWER Total	Gross Amount 624 624	Business Use Percentage Net Amount 624 624
11-13		

2043B21P MCNEIL, KENNETH G Federal Statements		
<b>28 S. OLDEN</b> Statement 14 - Schedule E, Line 18 - Other Expenses		
Description LICENSES SEWER Total	Gross Amount 100 100	Business Use Percentage Net Amount 100 100
<b>48 S. OLDEN</b> Statement 15 - Schedule E, Line 19 - Other Expenses		
Description LICENSES Total	Gross Amount 100 100	Business Use Percentage Net Amount 100 100
<b>324 MARY ST</b> Statement 18 - Schedule E, Line 19 - Other Expenses		
Description SEWER Total	Gross Amount 624 624	Business Use Percentage Net Amount 624 624
14-16		

2943B27P MCNEIL, KENNETH G 3034		Federal Statements	
<b>329 CLEVELAND</b>			
Statement 17 - Schedule E, Line 19 - Other Expenses			
LICENSES	Gross Amount	Business Use Percentage	Net Amount
Total	\$ 100		\$ 100
<b>343 GARFIELD</b>			
Statement 18 - Schedule E, Line 19 - Other Expenses			
LICENSES	Gross Amount	Business Use Percentage	Net Amount
Total	\$ 100		\$ 100
<b>1420 GENESEE</b>			
Statement 19 - Schedule E, Line 19 - Other Expenses			
SEWER	Gross Amount	Business Use Percentage	Net Amount
Total	\$ 624		\$ 624
		17-19	

2943B27P MCNEIL, KENNETH G 3034		Federal Statements	
<b>5 CORTLEYOU</b>			
Statement 20 - Schedule E, Line 19 - Other Expenses			
INSPECTOR	Gross Amount	Business Use Percentage	Net Amount
Total	\$ 407		\$ 407
		20	

2943B2TP MCNEIL, KENNETH G  
3034  
Federal Statements

Statement 21 - Form 8582, Page 2 Worksheet 1 - For Form 8582, Lines 1a, 1b, and 1c

Description	Current Year Net Income	Current Year Net Loss	Prior Year Unallowed Loss	Overall Gain	Overall Loss
59 EDELMERE AVENUE	\$ 965		\$ 2,602		\$ 1,637
78 RACE STREET	45		7,093		7,048
251 WOODLAWN AVE		6,316	11,735		18,051
711 STUYVESANT			5,423		5,423
18 LAUREL AVENUE	799	10,545			9,746
16 EBBING AVE				1,097	
631 NORWAY AVE	1,097	10,112	13,343		23,455
29 S. OLDMEN		100	1,257		1,357
48 S. OLDMEN		100	221		321
324 MARY ST		624	522		1,146
329 CLEVELAND		500	431		931
343 GARFIELD		100	83		183
1420 GENESEE	4,375			4,375	
5 CORTELYOU	3,264			3,264	
Total	\$ 10,345	\$ 28,397	\$ 42,710		

Statement 22 - Form 8582 Worksheet 5 - For Form 8582 Allocation of Unallowed Losses

Description	Form/ Sch	a) Loss	b) Ratio	c) Unallowed Loss
59 EDELMERE AVENUE	Sch E1	1,637	0.0236	1,431
78 RACE STREET	Sch E1	7,048	0.1017	6,159
251 WOODLAWN AVE	Sch E1	18,051	0.2605	15,775
711 STUYVESANT	Sch E1	5,423	0.0783	4,739
18 LAUREL AVENUE	Sch E1	9,746	0.1406	8,517
631 NORWAY AVE	Sch E1	23,455	0.3385	20,498
29 S. OLDMEN	Sch E1	1,357	0.0196	1,186
48 S. OLDMEN	Sch E1	321	0.0046	281
324 MARY ST	Sch E1	1,146	0.0165	1,002
329 CLEVELAND	Sch E1	931	0.0134	814
343 GARFIELD	Sch E1	183	0.0027	160
Total		\$ 69,298	1.0000	\$ 60,562

21-22

2943B2TP MCNEIL, KENNETH G  
3034  
Federal Statements

Statement 23 - Form 8582, Page 3 Worksheet 6 - Allowed Losses

Description	Form/ Sch	a) Loss	b) Unallowed Loss	c) Allowed Loss
59 EDELMERE AVENUE	Sch E1	2,602	1,431	1,171
78 RACE STREET	Sch E1	7,093	6,159	934
251 WOODLAWN AVE	Sch E1	18,051	15,775	2,276
711 STUYVESANT	Sch E1	5,423	4,739	684
18 LAUREL AVENUE	Sch E1	10,545	8,517	2,028
631 NORWAY AVE	Sch E1	23,455	20,498	2,957
29 S. OLDMEN	Sch E1	1,357	1,186	171
48 S. OLDMEN	Sch E1	321	281	40
324 MARY ST	Sch E1	1,146	1,002	144
329 CLEVELAND	Sch E1	931	814	117
343 GARFIELD	Sch E1	183	160	23
Total		\$ 11,107	\$ 60,562	\$ 10,545

23



Debtor(s)

(If known)

### SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
Joseph Bethea 38 Atterbury Avenue Trenton, NJ 08618	Residential lease
Jerel Miner 52 S. Olden Ave Trenton, NJ 08609	Residential tenant
Yolanda West 59 Edgemere Ave Trenton, NJ 08618	Residential tenant
Evelyn Green 219 Woodlawn Ave Hamilton, NJ 08690	Residential tenant
Miccheah Thompson 631 Norway Ave Hamilton, NJ 08629	Residential tenant
Vivian Mark Virginia 251 Woodlawn Ave Hamilton, NJ 08609	Residential tenant
Valerie Montgomery 244 Cleveland Ave Trenton, NJ 08629	Residential tenant

In re:  
Kenneth G McNeil  
Debtor

Case No. 15-14218-MBK  
Chapter 11

### CERTIFICATE OF NOTICE

District/off: 0312-3

User: admin  
Form ID: pdf903

Page 1 of 2  
Total Noticed: 1

Date Rcvd: Mar 31, 2017

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Apr 02, 2017.

db +Kenneth G McNeil, 52 S. Olden Avenue, Trenton, NJ 08609-1524

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
NONE. TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Apr 02, 2017

Signature: /s/Joseph Speetjens

### CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on March 31, 2017 at the address(es) listed below:

Andrew L. Spivack on behalf of Creditor BANK OF AMERICA, N.A. AS SERVICER FOR DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT RELATING TO IMPAC SECURED ASSETS et.al. nj.bkecf@fedphe.com  
 Brian E Caine on behalf of Creditor Wilmington Savings Fund Society, et al bcaine@parkermccay.com, BKcourtntices@parkermccay.com  
 Denise E. Carlon on behalf of Creditor U.S. Bank, National Association, not in its individual capacity but solely as Trustee for the RMAC Trust Series 2016-CTT dcarlon@kmlawgroup.com, bkgroup@kmlawgroup.com  
 Denise E. Carlon on behalf of Creditor Nationstar Mortgage LLC dcarlon@kmlawgroup.com, bkgroup@kmlawgroup.com  
 Denise E. Carlon on behalf of Creditor U.S. Bank National Associatio, Et Al... dcarlon@kmlawgroup.com, bkgroup@kmlawgroup.com  
 Denise E. Carlon on behalf of Creditor BANK OF AMERICA, N.A. AS SERVICER FOR DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT RELATING TO IMPAC SECURED ASSETS et.al. dcarlon@kmlawgroup.com, bkgroup@kmlawgroup.com  
 Elizabeth L. Wassall on behalf of Creditor WestVue NPL Trust II vbarber@udren.com, ewassall@udren.com  
 Gavin N. Stewart on behalf of Creditor Specialized Loan Servicing, LLC, as servicing agent for U.S. Bank National Association, as Trustee, for JPMorgan Mortgage Trust 2007-S2 Mortgage Pass-through Certificates BKNJ@buckleymadole.com  
 Jeffrey M. Sponder on behalf of U.S. Trustee United States Trustee jeffrey.m.sponder@usdoj.gov, jeffrey.m.sponder@usdoj.gov  
 Jeffrey M. Sponder on behalf of U.S. Trustee U.S. Trustee. jeffrey.m.sponder@usdoj.gov, jeffrey.m.sponder@usdoj.gov  
 Jennifer R. Gorchow on behalf of Creditor OCWEN LOAN SERVICING, LLC, AS SERVICER FOR DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR RESIDENTIAL ASSET SECURITIZATION TRUST SERIES 2005-A15 MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2005-O nj.bkecf@fedphe.com  
 Jerome B. Blank on behalf of Creditor BANK OF AMERICA, N.A. AS SERVICER FOR DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT RELATING TO IMPAC SECURED ASSETS et.al. nj.bkecf@fedphe.com  
 Jerome B. Blank on behalf of Creditor OCWEN LOAN SERVICING, LLC, AS SERVICER FOR DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR RESIDENTIAL ASSET SECURITIZATION TRUST SERIES 2006-A4 MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2006-D nj.bkecf@fedphe.com  
 John D. Krohn on behalf of Creditor OCWEN LOAN SERVICING, LLC nj.bkecf@fedphe.com  
 John D. Krohn on behalf of Creditor DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT RELATING TO IMPAC SECURED ASSETS CORP., MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-5 nj.bkecf@fedphe.com  
 John Philip Schneider on behalf of Creditor WELLS FARGO BANK, N.A. D/B/A AMERICAS SERVICING COMPANY nj.bkecf@fedphe.com  
 John Philip Schneider on behalf of Creditor WELLS FARGO BANK, N.A. nj.bkecf@fedphe.com  
 John Philip Schneider on behalf of Creditor OCWEN LOAN SERVICING, LLC nj.bkecf@fedphe.com

District/off: 0312-3

User: admin  
Form ID: pdf903

Page 2 of 2  
Total Noticed: 1

Date Rcvd: Mar 31, 2017

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

John Philip Schneider on behalf of Creditor OCWEN LOAN SERVICING, LLC, AS SERVICER FOR DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR RESIDENTIAL ASSET SECURITIZATION TRUST SERIES 2006-A4 MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2006-D nj.bkecf@fedphe.com  
John Philip Schneider on behalf of Creditor BANK OF AMERICA, N.A. AS SERVICER FOR DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT RELATING TO IMPAC SECURED ASSETS et.al. nj.bkecf@fedphe.com  
John Philip Schneider on behalf of Creditor JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, servicer for U.S. Bank National Association, as Trustee for J.P. Morgan Mortgage Trust 2007-S2 nj.bkecf@fedphe.com  
Joseph Garibyan on behalf of Creditor U.S. BANK NATIONAL ASSOCIATION joegaribyan@gmail.com  
Joshua I. Goldman on behalf of Creditor Nationstar Mortgage LLC jgoldman@kmlawgroup.com, bkgroup@kmlawgroup.com  
Joshua I. Goldman on behalf of Creditor U.S. Bank National Associatio, Et Al... jgoldman@kmlawgroup.com, bkgroup@kmlawgroup.com  
Melissa N. Licker on behalf of Creditor Specialized Loan Servicing, LLC, as servicing agent for U.S. Bank National Association, as Trustee, for JPMorgan Mortgage Trust 2007-S2 Mortgage Pass-through Certificates NJ\_ECF\_Notices@buckleymadole.com  
Melissa N. Licker on behalf of Creditor Nationstar Mortgage LLC NJ\_ECF\_Notices@buckleymadole.com  
Michael Frederick Dingerdissen on behalf of Creditor OCWEN LOAN SERVICING, LLC nj.bkecf@fedphe.com  
Michael Frederick Dingerdissen on behalf of Creditor WELLS FARGO BANK, N.A. nj.bkecf@fedphe.com  
Nicholas V. Rogers on behalf of Creditor DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, ON BEHALF OF THE HOLDERS OF THE IMPAC SECURED ASSETS CORP., MORTGAGE et.al. nj.bkecf@fedphe.com  
Patrick O. Lacsina on behalf of Creditor Seterus, Inc. as authorized Subservicer for Federal National Mortgage Association (Fannie Mae), Creditor c/o Seterus, Inc. gshasa@rasnj.com, bmusarra@rasnj.com, bkyecf@rasflaw.com, legerman@rasnj.com  
Patrick O. Lacsina on behalf of Creditor Seterus, Inc. as the authorized subservicer for Federal National Mortgage Association ("Fannie Mae"), creditor c/o Seterus, Inc. gshasa@rasnj.com, bmusarra@rasnj.com, bkyecf@rasflaw.com, legerman@rasnj.com  
Robert P. Saltzman on behalf of Creditor Nationstar Mortgage LLC dnj@pbslaw.org  
Robert P. Saltzman on behalf of Creditor Seterus, Inc. as the authorized subservicer for Federal National Mortgage Association ("Fannie Mae"), creditor c/o Seterus, Inc. dnj@pbslaw.org  
Robert P. Saltzman on behalf of Creditor Wilmington Savings Fund Society, et al dnj@pbslaw.org  
Robert P. Saltzman on behalf of Creditor Rushmore Loan Management Services, servicer for Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Carlsbad Funding Mortgage Trust dnj@pbslaw.org  
Scott E. Kaplan on behalf of Debtor Kenneth G McNeil scott@sekaplanlaw.com, felisha@sekaplanlaw.com, sekparalegal@gmail.com  
Steven Eisenberg on behalf of Creditor Ocwen Loan Servcing, LLC, as servicer for Deutsche Bank National Trust Company, as Trustee for American Home Mortgage Asset Trust 2007-3, Mortgage-Backed Pass-Through Certificates Series 2007-3 bkecf@sterneisenberg.com, jmcnally@sterneisenberg.com/skelly@sterneisenberg.com/bkecf@sterneisenberg.com  
Steven K. Eisenberg on behalf of Creditor DEUTSCHE BANK NATIONAL TRUST COMPANY bkecf@sterneisenberg.com, jmcnally@sterneisenberg.com/skelly@sterneisenberg.com/bkecf@sterneisenberg.com  
U.S. Trustee. USTPRegion03.NE.ECF@usdoj.gov  
United States Trustee USTPRegion03.NE.ECF@usdoj.gov  
Warren S. Jones, Jr. on behalf of Creditor U.S. BANK NATIONAL ASSOCIATION wsjonesesq@verizon.net, bestcasewsj@gmail.com

TOTAL: 41